

**United States District Court
District of New Mexico**

Request for Quotation

Request Date: August 26, 2015

Deadline for Quotes: September 9, 2015

Project Review Meeting/Field Measurements: Call for Appointment

Project: Visiting Judges Chambers – 421 Gold 2nd Floor – Cyclical Carpet Replacement

Special Notes:

- All contractors must agree to the Terms and Conditions set out in Attachment A & B.
- A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the Scope of Work (SOW) section.
- *All* bids must be based on **open market** pricing.
- The per square yard ceiling costs for carpeting established by the Administrative Office of the U.S. Courts include the cost of carpet, padding, adhesive and installation labor only, and should be quoted as if installing into an empty room, ready to receive carpet. Any other costs associated with installation of carpet, i.e., removing existing carpet, floor preparation, clean-up, disposal costs, etc., should be quoted as a separate line item.
- All contractors should have reviewed the project locations and taken measurements prior to bidding. If further review is needed, please contact Lydia Piper to make arrangements.
- All contractors must provide a detailed seam plan. NO small patching is allowed and carpet should be laid out to provide minimal seams and patching.
- All bids shall include detailed descriptions of the work to be performed according to the SOW.
- All quotes shall include a proposed schedule of operations, including estimated times for completion of work. While speed is important, accurate installation is more important.
- All work will be completed evenings and weekends and coordinated through USDC with the vendors providing the carpet installation. The work must be completed according to the timeline provided by USDC. Typically, work will begin on a Friday evening or Saturday morning, completing Sunday morning.
- Contractors must submit names, birthdates and Social Security numbers of all crew members who will be on the job site so that they can be cleared for access badges.
- Contractors will be responsible for any damage to building, furnishings or carpet during the course of work being performed.
- Contractors must supply their own tools needed for carpet installation.
- USDC will be responsible for moving and reinstalling all furniture and IT/Computer equipment.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and the U.S. District Court. Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.
- **Quotes must be valid through September 30, 2015.**

Proposals:

Submit a proposal/quote for the material and work to be completed in accordance with the attached Statement of Work (SOW). Quotes may be mailed, hand delivered, faxed or e-mailed to:

Lydia Piper
U.S. District Court
333 Lomas Blvd. NW
Albuquerque, New Mexico 87102
Phone: 505-348-2088 Fax: 505-348-2139
Email: lpiper@nmcourt.fed.us

Questions concerning this RFQ should be addressed to the same.

STATEMENT OF WORK

1. Description of Project

1.1 Introduction

The court intends to replace the existing carpet on the 2nd Floor of the Historical Courthouse at 421 Gold NW. Albuquerque, New Mexico. This will require a coordinated effort between the moving vendor and carpet installers.

1.2 Purpose

The purpose of this Statement of Work is to define the requirements and scope of the project, including the specifications for the area covered by the project, the type of work to be performed and time frame for work. This will ensure that the proposals provided meet the same standards for material and workmanship.

1.3 Scope of Work to Be Performed

The work to be performed in connection with this project will occur over one weekend and includes the following services:

- Ordering, receiving and storing new carpet until installation;
- Removal of old carpet and padding;
- Disposal of old carpet and padding;
- Removal and replacement of cove base when necessary;
- Preparation and cleaning of floor to receive new carpet, including removal of any tacks, nails or other materials from previous carpet installation;
- Installation of new carpet and padding (Installation shall be done in accordance with manufacturer's recommendations and will insure patterns are aligned and seams are tight; small piecing of carpet is unacceptable. A detailed seam plan is required prior to award of contract.);
- Clean-up and removal of any debris or trash associated with the installation, including leftover carpet;
- Treatment of "pile crush" that may occur in shipping. This includes using a pile lifter on the carpet to return it to its normal state;
- Ability to transport carpet up stairwells if necessary in event elevators shut down or are too small;

- Any and all additional work necessary to complete the installation of carpet and padding to meet industry and manufacturers standards and to the satisfaction and approval of the General Services Administration and U.S. District Court; and
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A& B.

1.4 Location and Material Specifications

This project is located at the Historical Courthouse at 421 Gold NW, Albuquerque, New Mexico, as shown in the drawings in Attachment C.

Table A, below, identifies the specifications of the carpet to be installed and the approximate square footage of the area being replaced. Vendors should take measurements to confirm square footage. Please note, carpet specifications are a guide only. If other manufacturers can match the specification in color, style, size, etc., vendors should present these for consideration.

Location	Approx. Area (Sqft)	Carpet Specifications (38-42oz pile weight required for all projects)	Padding
<u>Chambers, Courtroom and Offices – 421 Gold, 2nd Floor</u>			
All existing carpeted areas.	7200	Mfg: Atlas Carpet Carpet: Lineage Color: LG16 Aqua Star OR EQUAL	Attached cushion.

2. Special Requirements and Procedures

- The contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends.
- A decision for awarding the contract will be made within a week of receipt of all bids.
- A Purchase Order for this project will be issued as soon as the project has been approved.
- Once the contract has been awarded and Purchase Order issued, the contractor shall provide the court with an expected delivery date of selected carpet.
- Once carpet has been delivered, the court and contractor will work together to develop an installation schedule that minimizes disruption to the court staff.
- Payment will be made once carpet installation has been inspected and approved by the court and GSA.

ATTACHMENT A - TERMS AND CONDITIONS

JP3 Provision B-1, Solicitation Provisions Incorporated by Reference

Solicitation Provisions Incorporated by Reference (AUG 2004)

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/clauses.htm>

JP3 Clause B-5, Clauses Incorporated by Reference

Clauses Incorporated by Reference (AUG 2004)

This procurement 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/clauses.htm>

JP3 Clause 3-3, "Provisions, Clauses, Terms and Conditions - Small Purchases"

Provisions, Clauses, Terms and Conditions - Small Purchases (AUG 2004)

(a) The following Judiciary Procurement Program Procedures (*JP3*) provisions are incorporated by reference into the request for quotations (RFQ):

(1) *JP3* Provision 3-90, "Late Submissions, Modifications and Withdrawal of Offers" (JAN 2003)

(2) *JP3* Provision, 7-60, "Judiciary Furnished Property or Services" (JAN 2003)

(b) The contractor shall comply with the following Judiciary Procurement Program Procedures (*JP3*) clauses incorporated by reference:

(1) *JP3* Clause 2-60, "Stop Work Order" (JAN 2003)

(2) *JP3* Clause 3-205, "Protest After Award" (JAN 2003)

(3) *JP3* Clause 7-20, "Security Requirements" (JAN 2003)

(4) *JP3* Clause 7-30, "Public Use of the Name of the Federal Judiciary" (JAN 2003)

(5) *JP3* Clause 7-35, "Disclosure or Use of Information" (AUG 2004)

(6) *JP3* Clause 7-85, "Examination of Records" (JAN 2003)

(7) *JP3* Clause 7-130, "Interest (Prompt Payment)" (JAN 2003)

(8) *JP3* Clause 7-135, "Payments" (JAN 2003) (Payment means acceptance by the inclusion of this clause.)

(9) *JP3* Clause 7-140, "Discounts for Prompt Payment" (JAN 2003)

(10) *JP3* Clause 7-150, "Extras" (JAN 2003)

(11) *JP3* Clause 7-185, "Changes" (JAN 2003)

(12) *JP3* Clause 7-200, "Judiciary Delay of Work" (JAN 2003) (Applies for products and fixed-price services.)

(13) *JP3* Clause 7-210, "Payment for Emergency Closures" (AUG 2004)

(14) *JP3* Clause 7-235, "Disputes" (JAN 2003)

(c) The contractor shall comply with the following *JP3* clauses, incorporated by reference, unless the circumstances do not apply:

(1) *JP3* Clause B-20, "Computer Generated Forms" (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

(2) *JP3* Clause 6-60, "Rights in Data - General" (AUG 2004) (Applies if data will be produced, furnished, or acquired under the purchase order.)

(3) *JP3* Clause 7-145, "Government Purchase Card" (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

- (4) The following apply to Products only:
- a) *JP3* Clause, 2-25A, "Delivery Terms and Contractor's Responsibilities" (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
 - b) *JP3* Clause, 2-45, "Packaging and Marking" (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)
 - c) *JP3* Clause, 3-155, Walsh-Healey Public Contracts Act (JAN 2003) (Applies to product procurements over \$10,000 for manufacturing or furnishing products)
- (5) The following apply to Services only:
- a) *JP3* Clause 1-1, "Employment by the Government" (JAN 2003)
 - b) *JP3* Clause 1-5, "Conflict of Interest" (JAN 2003)
 - c) *JP3* Clause 3-160, "Service Contract Act of 1965, as amended" (JAN 2003) (Applies if the purchase order amount is over \$2,500 and will require the use of service employees.)
 - d) *JP3* Clause 3-170, "Statement of Equivalent Rates for Federal Hires"(JAN 2003) (Applies if the purchase order amount is more than \$2,500 and will require the use of service employees. In the RFQ, the CO will state the employee class and the monetary wage-fringe benefits.)
 - e) *JP3* Clause 7-40, "Judiciary-Contractor Relationship" (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
 - f) *JP3* Clause 7-65, "Protection of Judiciary Buildings, Equipment and Vegetation" (JAN 2003) (Applies when services are performed at a judiciary installation.)
 - g) *JP3* Clause 7-205, "Payment for Judiciary Holidays" (JAN 2003) (Applies to time-and-materials or labor-hour procurements.)

(d) Inspection/Acceptance The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this procurement. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise its post-acceptance rights:

- (1) within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) Termination for the judiciary's convenience The judiciary reserves the right to terminate this procurement, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this procurement, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause The judiciary may terminate this procurement, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor

for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this procurement for default, such termination shall be deemed a termination for convenience.

(h) Warranty The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this procurement.

ATTACHMENT B - SERVICES CONTRACT ACT

The Service Contract Act of 1965

---DISCLAIMER---

41 U.S.C. 351 Required contract provisions; minimum wages

(a) Every contract (and any bid specification therefor) entered into by the United States or the District of Columbia in excess of \$ 2,500, except as provided in section 7 of this Act, whether negotiated or advertised, the principal purpose of which is to furnish services in the United States through the use of service employees, shall contain the following:

(1) A provision specifying the minimum monetary wages to be paid the various classes of service employees in the performance of the contract or any subcontract thereunder, as determined by the Secretary, or his authorized representative, in accordance with prevailing rates for such employees in the locality, or, where a collective-bargaining agreement covers any such service employees, in accordance with the rates for such employees provided for in such agreement, including prospective wage increases provided for in such agreement as a result of arm's-length negotiations. In no case shall such wages be lower than the minimum specified in subsection (b).

(2) A provision specifying the fringe benefits to be furnished the various classes of service employees, engaged in the performance of the contract or any subcontract thereunder, as determined by the Secretary or his authorized representative to be prevailing for such employees in the locality, or, where a collective-bargaining agreement covers any such service employees, to be provided for in such agreement, including prospective fringe benefit increases provided for in such agreement as a result of arm's-length negotiations. Such fringe benefits shall include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits not otherwise required by Federal, State, or local law to be provided by the contractor or subcontractor. The obligation under this subparagraph may be discharged by furnishing any equivalent combinations of fringe benefits or by making equivalent or differential payments in cash under rules and regulations established by the Secretary.

(3) A provision that no part of the services covered by this Act will be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or any subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services.

(4) A provision that on the date a service employee commences work on a contract to which this Act applies, the contractor or subcontractor will deliver to the employee a notice of the compensation required under paragraphs (1) and (2) of this subsection, on a form prepared by the Federal agency, or will post a notice of the required compensation in a prominent place at the worksite.

(5) A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 or section 5332 of title 5, United States Code, were applicable to them. The Secretary shall give due consideration to such rates in making the wage and fringe benefit determinations specified in this section.

(b)(1) No contractor who enters into any contract with the Federal Government the principal purpose of which is to furnish services through the use of service employees and no subcontractor thereunder shall pay any of his employees engaged in performing work on such contracts less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060; 29 U.S.C. 201, et seq.).

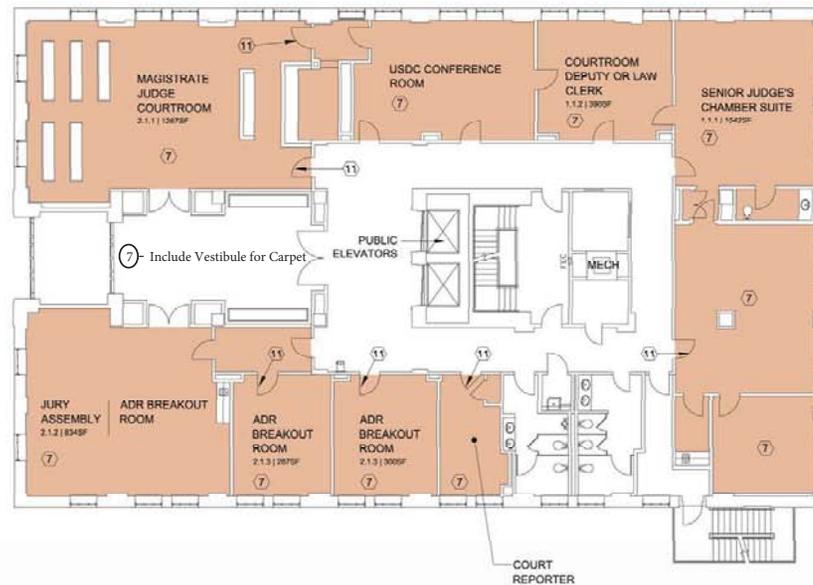
(2) The provisions of sections 3, 4, and 5 of this Act shall be applicable to violations of this subsection.

ATTACHMENT C – DRAWINGS

PLEASE NOTE: DRAWINGS ARE THE PROPERTY OF THE U.S. DISTRICT COURT AND ARE PROVIDED FOR MEASUREMENT PURPOSES ONLY. THE INFORMATION IS CONFIDENTIAL AND SHOULD NOT BE SHARED WITH ANYONE.

4 Housing Solution Recommendations

16 March 2015 100% Submittal



U.S. District Court (USDC)

ADR Suite | Senior Judge's Chambers Concept Architectural Plan
421 Gold Avenue, SW Federal Building 2nd Floor

