

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

*Request for Quotation*

**Request Date: May 16, 2017**

**Deadline for Quotes: June 9, 2017**

**Project Review Meeting/Field Inspection: May 26, 2017, 10:00 a.m.**

**Project: Cyclical Carpet Replacement – Clerk’s Office – 2<sup>nd</sup> Floor - Westside**

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**To: WEBSITE ADVERTISEMENT**

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**Special Notes and Requirements:**

- This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. District Court (USDC), District of New Mexico Cyclical Carpet Replacement on the 2nd floor of the Pete V. Domenici (PVD) Courthouse, located at 333 Lomas Blvd. NW, in Albuquerque, New Mexico.
- This is a request for **Open Market Pricing**.
- All contractors must agree to the Terms and Conditions set out in Attachment A.
- 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 section.
- **Square footage indicated in specifications are approximates and field measurements are recommended. Changes cannot be made after contract is awarded.**
- The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- All work requires unescorted access to judiciary facilities during evening and weekend hours. In accordance with Clause 3-3 (*Provisions, Clauses, Terms and Conditions - Small Purchases*) Contractor employees working on this project are subject to security checks including fingerprinting and background investigations, and require access badges to work on the project. If the contractor is unable to supply a sufficient number of technically knowledgeable employees to work on this project, the judiciary may terminate the contract for default.
- Contractor must submit names of employees for security clearance within two weeks of contract award. Once security checks are completed, a time will be set up to issue badges to cleared employees.

- All badges must be returned upon completion of the project before payment can be issued against the Purchase Order.
- All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for completion and number of crew needed to accomplish the work. Contractors must be willing to work with movers to finalize the schedule. It is anticipated that the project will be completed over three to four weekends.
- All quotes shall include a seam plan for the work area.
- Proposals must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted.
- A site review for the purpose of responding to this RFQ will be conducted on **May 26, 2017, at 10:00 a.m.** All interested contractors shall meet at the appointed time in the lobby of the PVD Courthouse, 333 Lomas Blvd N.W. to review the space. Please confirm to Lydia Piper via email by noon on **May 24, 2017**, that you will be attending the site review and the number of representatives from your company that will be attending. If you are unable to make this meeting, please contact Lydia to make arrangements to view the workspace prior to the submission deadline.
- Please confirm to Lydia Piper via email by **May 24, 2017**, noon that you will or will not be submitting a quote in response to this RFP.
- Contractors may submit questions via fax or email to Lydia Piper. The deadline for submission of questions is noon on **June 2, 2017**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all contractors submitting proposals.
- Please provide a list of names attending a site review of anyone wishing to take photos during the tour by **May 24, 2017**.
- Quotes are due by **June 9, 2017**, regardless of when the site tour was completed.
- Quotes must be valid through **September 30, 2017**.
- Contractors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and the Court. **Please note, GSA requires a Certificate of General Liability Insurance naming GSA as the beneficiary.**

## Quotes:

Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work (SOW). All proposals should detail how work will be accomplished and acknowledge compliance with the RFQ.

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](mailto: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 USDC has developed a Cyclical Maintenance Plan to help with space and facilities upkeep. This plan includes a cyclical carpet replacement schedule which identifies areas for carpet replacement each year.

### 1.2 Objectives

The project is part of the Court's Cyclical Maintenance Plan which has identified certain carpet on the 2<sup>nd</sup> floor of the PVD Courthouse for replacement in 2017 and 2018. The project aims to replace this carpet in an efficient and timely manner, with minimal disruption to the court schedule.

### 1.3 Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate carpet replacement on the 2<sup>nd</sup> floor of the PVD Courthouse, 333 Lomas Blvd. NW, in Albuquerque. The area includes two quadrants on the west side of the 2<sup>nd</sup> floor, as well as the 2<sup>nd</sup> floor training room and Vista Conference Room. These quadrants contain offices, conference rooms, a jury assembly room, hallways, mail and work rooms. Please see the attached map for the area included in the SOW. **Please Note: All furniture moves will be arranged by the court and should not be included in the quote.**

### 1.4 Special Requirements

- Any contractor providing a quote for this project must have at least five years' experience with commercial level carpet installation and have the manpower, equipment and tools required to complete the work to industry standards.
- Any contractor providing a quote must attend the **Project Review/Field Measurement meeting on May 26, 2017**, as noted above. If unable to make the May 26 meeting, the Contractor should contact Lydia Piper to make arrangements for another date and time for a site visit.
- Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the industry.
- The Supervisor will be available to oversee and inspect all carpet installation, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- The Supervisor shall report at the start of the shift to the USDC Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.

- All carpet installers must have the technical knowledge and experience with installation of both broadloom carpet and carpet tiles, and be able to follow manufacturer's instructions on installation.
- Contractor will provide a sample layout of approximately 10' x 10' showing the pattern of the carpet tiles to be used as a template for all carpet tile installation
- Any chemicals used during the carpet installation must be low odor and non-toxic.
- The court freight elevator is sensitive to excessive weight, movements and length of door held open. Crew must be careful when using the freight elevator to transport carpet and equipment. In the event the freight elevator is shut down, the crew must be able to carry carpet up the stairs.
- The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends.
- The project schedule shall be coordinated with the movers.
- Number of crew members shall be appropriate for amount of work to be completed in a given night.
- All crew members must receive a security clearance and obtain an access badge through the Court prior to starting work on the project, and return the badges upon completion of the project.
- The Court & GSA must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

## **2.0 Requirements**

The work to be performed in connection with this project includes the following:

- Ordering, receiving and storing new carpet as defined in Section 3.0 until installation;
- Removal of old carpet and padding;
- Disposal of old carpet and padding;
- Removal and replacement of cove base where 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 carpet (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 the 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.

The Court shall perform the following task as part of move:

- Remove and replace furniture to allow proper installation of all carpet.
- Pack and unpack all personal and miscellaneous items.
- Pack, store and setup computers, printers and copiers.

### 3.0 Deliverables

Table A, below, identifies the area included in the carpet replacement, approximate square footage and the style of the carpet to be installed. (Please note contractors should take field measurements to confirm square footage.)

<b>Location</b>	<b>Approx. Area (Sqft)</b>	<b>Carpet Specifications (38-42oz pile weight required for all projects)</b>	<b>Padding</b>
<b>PVD Courthouse – 2<sup>nd</sup> Floor – West Side</b>			
Training Room	1035	Mfg: Interface Carpet: Verticals Color: Crest 103739 Custom <b>OR EQUAL</b>	None
Vista Conference Room	460	Mfg: Interface Carpet: Verticals Color: Crest 103739 Custom <b>OR EQUAL</b>	None
Jury Assembly Room, offices, reception.	3300	Mfg: Interface Carpet: Verticals Color: Crest 103739 Custom <b>OR EQUAL</b>	None
Administrative Services offices, IT workspace, conference rooms, workroom, hallways.	5900	Mfg: Atlas Carpet: Lineage Color: Custom <b>OR EQUAL</b>	None

### 3.1 Schedule for Performance and Delivery/Milestone Schedules

- A decision for awarding the contract will be made when funding is available.
- A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.

- A detailed work schedule will be arranged once the contract is awarded and crews have received access badges. The Contractor will work with movers to complete a final schedule.
- Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submitting of partial invoices shall be limited to once a week.

### **3.2 Review Period for Deliverable**

The Court will review each area with the Supervisor within 24 hours of completion of installation. Any discrepancies will be noted and must be addressed within 72 hours of the review.

### **3.3 Acceptance Criteria for Deliverables**

The following criteria will be used to evaluate the performance of the contractor to meet the contract requirements:

- All old carpet shall be removed from courthouse and flooring shall be clean of debris prior to installation of new carpet.
- Carpet shall be installed per manufacturer's instructions.
- Carpet shall be installed free of bumps and bubbles.
- Carpet shall be installed with seams tight and patterns properly matched.
- Carpet shall be vacuumed and free of dirt and debris.
- All trash, remnants, glue cans, etc., shall be removed and space completely cleaned upon completion of carpet installation.
- If necessary, carpet shall be pile lifted to address any pile crush due to transportation.

### **4.0 Environment**

All work will be conducted in occupied space.

#### **4.1 Locations for Performance**

All work will be conducted at the Pete V. Domenici Courthouse, U.S. District Court, 333 Lomas Blvd, Albuquerque, New Mexico, 5 floor.

#### **4.2 Government Furnished Property**

With the exception of furniture moves, no equipment, materials or service of any kind shall be provided by the Court.

#### **4.3 Contractor Furnished Material**

The contractor must furnish all equipment and materials needed to perform the Scope of Work. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the Court.

#### **4.4 Access to Judiciary IT Networks**

At no time shall the contractor have access to the Judiciary IT Network or Bench and Bar Wi-Fi.

**ATTACHMENT A - TERMS AND CONDITIONS**



## 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

*(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)*

## 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 \_\_\_\_\_ 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)

\_\_\_\_ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror  does  does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

\_\_\_\_ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [ ] does [ ] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**ATTACHMENT B - DRAWINGS**