



United States District Court Middle District of Florida

Fort Myers, Jacksonville, Ocala,
Orlando, and Tampa Divisions

Request for Quote – Cyclical Maintenance Tampa Courtrooms – Wood Finishing & Repair

RFQ Number: 19-TPA-CM1
Request Date: August 30, 2019

To:

Attached is a request for open market pricing to complete a project for the United States District Court, Middle District of Florida. The project will consist of repairing and refinishing the wood in Tampa Courtrooms. This request will be competitively bid among several vendors.

IMPORTANT: This is a request for quote (RFQ). If you are unable to submit an offer, please indicate so on this form and return it to the Contracting Officer listed below.

This request does not commit the government to pay any costs incurred in the preparation of the submission of your offer or to contract for supplies or service should none of the vendors meet the necessary specifications.

A Pre-Bid tour will be conducted on Thursday, September 12, 2019 at 10:00 am at 801 N Florida Avenue in Tampa.

Proposals must be delivered to the Contracting Officer and the Project Coordinator listed below by **Friday, September 20, 2019 at 4:30 pm**. Mailed, hand carried, or e-mailed proposals will be accepted and must be delivered by the date and time noted above. Any proposal received after the above listed date may not be accepted.

A firm fixed-price award from this RFQ may be made based on the lowest-priced, technically acceptable offer. Vendors are urged to submit their best and final offer because no negotiations will take place after offers are received.

Proposal submissions and questions concerning this RFQ should be addressed to:

Heather Saxman, Contracting Officer
U.S. District Court
401 W. Central Blvd, Suite 2100
Orlando, FL 32801
(407) 835-4224
heather_saxman@flmd.uscourts.gov

and

Efrain Camis, Project Coordinator
U.S. District Court
801 North Florida Avenue,
Tampa, FL 33602
(813) 450-9903
efrain_camis-rosado@flmd.uscourts.gov

All questions concerning this RFQ must be submitted by e-mail. All questions will be answered by email to all vendors.

Sincerely,

Heather Saxman
Contracting Officer



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1. Parties.

- a. Contractor. The “contractor” includes the contractor, the contractor’s employees, any subcontractor/supplier, or subcontractor’s/supplier’s employees who provide services to the court on behalf of the contractor at a specified price.
- b. Court. The “court” includes one or all of the following judicial agencies of the United States District Court for the Middle District of Florida: the district court clerk’s office, the pretrial services office, and the probation office. Court projects may also include shared projects between the district court agencies and the bankruptcy court.
- c. General Services Administration (GSA). GSA is an independent federal government agency that leases space to other federal government agencies, including the court.

2. Statement of Work.

The contractor is responsible for and provides all labor, supervision, materials, and equipment necessary to complete the following:

Wood repair and refinishing of walls and built in millwork to match existing style and finish in 14 courtrooms. The work consists of, but not limited to, table cleaning, disinfecting surfaces, removing glass from surfaces for cleaning, replacing glass tops, polishing, general wood repair and refinishing, as applicable in the following courtroom specific areas.

Courtrooms	
17	12-A
15-A	12-B
15-B	11-A
14-A	11-B
14-B	10-A
13-A	10-B
13-B	7-A

The main objective is to clean and repair all walls and built in millwork to correct any existing scratches, discoloration, or damage in order to restore the original look inside the courtrooms. Contractor to remove the glass from the courtroom built-ins and clean the tables with a disinfectant agent and apply any wood refinish



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as applicable. The contractor must supply an air filter media (air scrubber or approved VOC's filter) to remediate the potential VOC's fumes, smells, or odors produced by the wooden products, glues, and adhesives used in the repair/refinish process to ensure building staff are not affected by the products used.

Repair & Refinish Wood

Contractor will be responsible for refinishing and repairing the wood in the courtroom to match existing stain. Specifications on the areas to be refinished and repaired and stain colors are to be coordinated with and approved by the Project Coordinator.

Cleaning

Contractor will clean the space after completion of above listed items.

Vendor Acknowledges and Agrees to the following conditions

- All work shall be completed Monday - Friday during regular business hours between 8:30 a.m. – 4:00 p.m.
- Building will be occupied for the full duration of work.
- Project to be completed to the satisfaction of the court.
- All materials, trash, and equipment must be picked up from site at the end of each day.
- The court is not responsible for any material, tool, or equipment left at the project site.
- Each phase of work shall be inspected and approved by the court before proceeding to the next phase.
- Contractor will be responsible for any damage to the building
- Contractor will be responsible to protect adjacent work areas and finish surfaces from damage.
- Contractor shall field verify all measurements.

All work shall be completed to the best of current industry standards.

The intent of the statement of work provided above, and the pre-bid walk through, are to convey the work that will be covered under the contract when awarded. However, failure to identify incidental items that would be required to achieve the scope provided, will not constitute a change order.

3. Location and Court Point of Contacts.

Location(s) are shown on the attached building drawings (if applicable). Work will be performed in courtrooms at the Sam M. Gibbons U.S. Courthouse, 801 North Florida Avenue, Tampa, Florida 33602.



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The court's points of contact (POC): Heather Saxman (407.835.4224) and Efrain Camis (813.450.9903).

4. **Pre-Bid Tours.** Only one pre-bid tour will be conducted. Please refer to cover letter for the date and time of the pre-bid tour. Prospective Contractors shall seek clarification of elements addressed in the Statement of Work or other aspects of the project during the pre-bid tour.
5. **Basis of Award.** Offers are evaluated based on price. Award may be made to the lowest-priced offer or quote which meets the technical requirements outlined in the statement of work and is made by a responsible offeror, subject to the availability of funds. The court reserves the right to issue a purchase order awarding all, some, or none of the project. No additional funds will be added to the awarded contract for any corrections or errors due to failure of the contactor to examine the project or to thoroughly understand the nature and extent of the work to be performed. The awarded vendor will be required to register with SAM.gov or complete the court's AO213 form before a purchase order will be issued. Vendors are required to register with SAM.gov or submit the AO213 form no later than September 20, 2019 to be awarded a contract by September 30, 2019.

It is anticipated that the award of this RFQ will be made within 10 business days after proposals are received. The court will notify each vendor if more time is needed to evaluate the proposals.

6. **Security Clearance.** All employees working on the project must undergo and pass a U.S. Marshal Service background check. The court will provide the awarded contractor with the "Authorization for Release of Information" form and finger print cards to be completed by all employees who will be working on site. **The contractor must submit the completed forms to the court's contracting officer (CO) within five days of the contracts award.**
7. **References.** The contractor must supply a minimum of three references, including the following information: company address, contact name, and telephone number.
8. **Safety and Health**
 - a. All work must comply with the applicable OSHA and EPA requirements of 29 CFR §§ 1910 and 1926 and 40 CFR § 761. All work must comply with the applicable state and municipal safety and health requirements. If the applicable regulations conflict, the most stringent regulation applies.



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- b. The contractor must provide the materials, barriers, and safety equipment necessary to protect pedestrians and property during the implementation of this contract.
 - c. The contractor must provide all necessary safety equipment, ensure that the equipment is used properly, and ensure that safety procedures used are adequate for the job being performed.
 - d. The contractor must report any accidents that occur on the job site to the court.
 - e. The contractor shall remove all hazardous materials brought into the courthouse at the conclusion of each work day or night and at the conclusion of the project unless other arrangements have been made with the court. If any hazardous materials are left in the courthouse at the conclusion of the project, the contractor shall return to collect and properly dispose of the materials or the contractor will be charged for the disposal of those materials.
 - f. Any construction project should consider Indoor Air Quality (IAQ) in design and implementation. If applicable, during demolition, dust and noise control must be included. During construction activities, dust and noise, as well as odors and vapors must be controlled. Paints, varnishes, stains, solvents, etc. are to be low- or non-VOC (volatile organic compounds), unless no alternatives are available (documentation of such must be provided). Activities that may negatively impact other tenants in the building will be required to be conducted after normal working hours (after 6 p.m. and before 6 a.m. weekdays or weekends) with prior approval by the Court. Ventilation needed to control odors, dust, VOCs, etc., either for protection of construction workers or for deteriorated IAQ of building tenants, will be the responsibility of the Courts.
9. **Insurance Certificate.** Contractor chosen to complete this work must submit an acceptable insurance certificate by September 27, 2019, naming GSA as the insured party. The following insurance coverage is required by Federal Acquisition Regulation (FAR) 28.307-2:
- a. **Workers' compensation and employer's liability.**
Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they will be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required.



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b. **General liability.**

- 1) The CO will require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- 2) The CO will require property damage liability insurance of at least \$50,000 per occurrence.

10. **Security Drawings and Building Documents.**

Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective contractors. In support of this requirement, the court requires contractors to:

- a. limit reproduction, dissemination, or disclosure of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- b. use reasonable care to safeguard any drawings or solicitation documents provided by the court; and
- c. make every reasonable and prudent effort to destroy or render useless all drawings and solicitation documents, with the exception of the contractor's record copy.

11. **Pre-Installation Requirements.** Before repair or installation services commence, the contractor must inspect the work site and ascertain all information necessary for the diligent performance of the contract requirements. The contractor must notify the POC of any conditions that might prevent the performance of these requirements.

12. **Supplies, Materials, Equipment, and Moving**

- a. Unless otherwise agreed between the parties, the contractor must furnish and use supplies, materials, and equipment that are commercially available products of reputable manufacturers or suppliers. These supplies, materials, and equipment may not harm or damage the surfaces to which they are applied, or any other part of the building, its contents, or equipment.
- b. The POC must approve and determine the suitability of the supplies, materials, and equipment used by the contractor before the contractor starts work. Note: The contractor cannot perform work that involves asbestos or lead paint. The court must refer this work to GSA for abatement.



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- c. The contractor must supply warranty information on products, materials, and workmanship.
- d. The contractor must post Material Safety Data Sheets (MSDS) for all products used in this project at the job site that could pose a health risk, such as glue, paint, solvents, etc. Additionally, the contractor must provide a copy of the MSDS to the court. GSA reserves the right to prohibit the presence, storage, or use of any hazardous material in the building.
- e. The contractor will be responsible for moving all furniture, systems furniture, boxes, and equipment necessary to perform each project.

13. **Workmanship.**

- a. The contractor must coordinate and schedule all work with the POC.
- b. The contractor must use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods needed for the proper completion of the work.
- c. The contractor must accomplish all work in accordance with the best practices of the trade.

14. **Clean-Up.**

The contractor must cover or remove all furniture from the space to ensure it is kept clean. Any furniture moved from the space is to be returned to its original location upon completion of the project. If the furniture is moved out of the space, the storage location must be approved by the court.

- a. The contractor must remove all debris generated in the performance of this contract on a daily basis. The contractor may not use the dumpsters or trash receptacles within the building. Any cost associated with ordering a dumpster for this project shall be paid by the contractor. The contractor will inform the POC if a dumpster is needed.
- b. The contractor must remove and dispose of all unused materials, containers, wrappings, trimmings, and all other debris accumulated during performance of this contract.
- c. Upon completion of the project, the contractor must clean the space before moving back furniture, boxes and equipment. Cleaning must include, but is not limited to, vacuuming and dusting.



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15. **Quality, Performance, and Acceptance.**

- a. When a contract is signed, the court and the contractor intend to perform their respective obligations. The court will periodically inspect all work during the performance of the contract to assess the quality of work being performed. The contractor and court will agree to address all performance issues immediately after they are discovered, whether by the contractor or the court.
- b. The court monitors contract performance closely to ensure that required end-items are delivered on time and are in compliance with the statement of work.
- c. Work shall be completed within 120 days after the post award meeting is held with the court and the contractor. Extensions may be granted, but only with prior approval of the court.
- d. Upon completion of the project, the POC will conduct a walk-through with the contractor to inspect the work. The POC will ensure that the work has been satisfactorily completed and conforms with requirements set forth in the contract. The POC has the right to reject any unsatisfactory material or workmanship.

16. **Taxes.** The contractor is responsible for taxes on all materials and labor associated with this contract. The U.S. District Court is a tax-exempt organization and will not pay for any taxes on materials or services.

17. **Invoices.** For payment purposes, the contractor must mark the final invoice for payment as "Final Invoice for Payment."

18. **Procurement Provisions, Clauses, Terms and Conditions.** Once the contractor has accepted a purchase order, by either signing the purchase order or providing the service, this Scope of Work will become the basis for the contract. The contractor selected for this award must abide by all the terms and conditions listed below.

(A) 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



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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>.

(B) 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 31U.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;



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- international organization per 26 CFR 1.6049-4;
 other

(f) Contractor Representations.

The offeror represents as part of its offer that it is or 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.

The following provision is included by reference:

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>

The following clauses are included by reference:

Provision 2-15, Warranty Information (JAN 2003)

Clause 2-20B, Contractor Warranty (JAN 2010)

Clause 2-20C, Warranty of Services (JAN 2003)

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)



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Clause 3-160, Service Contract Act of 1965 (JUN 2012)

(In accordance with the Department of Labor Web site, the minimum wage shall be determined by the contractor from the list on the Department of Labor's website including fringe benefits as determined by the Secretary of Labor)

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.

Clause 6-20, Insurance – Work on or Within a Judiciary Facility (APR 2011)

Clause 7-55 Contractor Use of Judiciary Networks (JUN2014)

Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

Clause 7-115, Availability of Funds (JAN 2003)