



**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
OFFICE OF THE CLERK**

Reply to Southern Division Address

Felicia C. Cannon, Clerk of Court
Catherine Stavlas, Chief Deputy
Elizabeth B. Snowden, Chief Deputy

Request for Quotation (RFQ)

RFQ Number: RFQ- Workstation Reconfiguration

Request Date: 7/31/2020

Request for Open Market Pricing

Summary:

The United States District Court for the District of Maryland is currently requesting quotations for the dismantling and reconfiguration of existing workstations located in the United States Courthouse at 6500 Cherrywood Lane, Greenbelt, Maryland 20770.

This is a request for Open Market Pricing. A firm-fixed-price award for this RFQ will be made based on the lowest priced, technically acceptable offer.

Requirements:

The Clerk's Office of the United States Courthouse in Greenbelt, MD, is scheduled to undergo renovations. To accommodate the new office layout, the existing Teknion brand workstations will need to be reconfigured. This reconfiguration project will consist of three (3) phases:

- **Phase One- *Information Technology (IT) section:***

The vendor shall disassemble all identified workstation components in the IT section of the site. Once all identified components are disassembled, the vendor will move and reassemble these components into four (4) newly constructed offices. Each office shall be identical in configuration and shall consist of the following:

- L-shaped desk with a standing desk in front
- Overhead storage on the return of L-shaped desk
- Wardrobe
- Mobile pedestal with box/file drawers
- 2-door cabinet storage that will be under the desk

Currently, there are three (3) IT workstations and only two (2) of the three (3) existing workstations have standing desks. Therefore, two (2) additional standing desks shall be provided

by the vendor, along with all other necessary components. Any remaining workstation components should be appropriately utilized for the remaining phases.

- **Phase Two- *Courtroom Deputy (CRD) Section:***

The vendor shall disassemble then reassemble existing workstations in the CRD section to meet the requirements of the new configurations. Additional parts needed should first be sought from existing available disassembled components. Any remaining workstation components shall be appropriately utilized for the remaining phases.

- **Phase Three- *Case Administration (Case Admin) Section:***

The vendor shall disassemble then reassemble existing workstations in the Case Admin section to meet the requirements of the new configurations. Additional parts needed shall first be sought from existing available disassembled components.

The vendor shall provide all additional materials and parts needed to accommodate the new configurations. Costs for all additional materials and parts needed shall be included in submitted quotations. Any materials and parts identified after the contract award shall be supplied by the winning vendor at no additional cost to the Court.

Please note that the starting dates of each phase are dependent upon the construction contractor's schedule. The construction schedule is tentative and subject to change.

Services shall be provided on business days between 8:30 AM and 5:00 PM EDT. For additional information, including drawings, specifications and pictures, please see the enclosures accompanied with this RFQ.

Contractors will be vetted by U.S. Marshal Service before the contracted work will begin.

To safeguard against damage occurring during the performance of services, all building surfaces such as doors, floors and existing finishes should be blanketed with protective coverings, etc. All vendor trash, debris, etc. will be required to be removed from the premises and properly disposed.

- All workstations shall be approximately 96" L x 96" W x 65.25" H
- All section workstations shall offer the same features and accessories.
- All power components should be fully operational after install.
- Requirements are subject to change at the Court's discretion.
- All new materials and fabrics should match the existing materials and fabrics as closely as possible. (See attached photos of existing workstations.) If exact finishes are not available, the vendor shall present similar options to the Court. The Court will make a final determination on these options. The vendor should not order materials and fabrics until written approval of these selections is received from the Court.
- All new components are subject to Level C cost ceilings (attached). Cost ceilings are exclusive of tax, delivery, and installation costs. Items cannot exceed these ceilings.

Site Visit:

It is highly recommended that offerors or quoters inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award.

Site visit appointments will be available for interested vendors to view and inspect the site as well take inventory of all existing workstation systems. Appointments can be scheduled on business days during regular business hours between **Monday, August 3, 2020, and Wednesday, August 19, 2020**. Vendors interested in scheduling a site visit should contact the Court via email to Reginald Jackson. Appointments will be made a on first come, first serve, basis.

As a precautionary measure in light of COVID-19, the Court is limiting site visit appointments to one vendor per scheduled appointment time, with a limit of three (3) representatives per vendor.

Evaluation of Quotations:

All quotations received will be evaluated under the same procedures. A firm-fixed-price award for this RFQ will be made based on the lowest priced, technically acceptable offer. Quotations not received by the submission deadline will be treated as a "no bid." **Quotations should include to-scale drawings of all proposed workstation plans/layouts. For all new components needed, quotations should include pricing for all materials as well as images of proposed, fabrics, colors, finishes, etc.**

Submission of Quotations:

Interested vendors shall submit a quotation by **no later than 5:00 p.m. EDT on 8/28/2020** by email to:

Reginald Jackson
Procurement Specialist
United States District Court for the District of Maryland
6500 Cherrywood Lane, Ste. 200
Greenbelt, Maryland 20770
Phone: 301-344-0642
Email: reggie_jackson@mdd.uscourts.gov

If you are not interested in providing a quotation, the court asks that you kindly reply with a "no-bid" via email to Reginald Jackson.

Questions and clarifications:

Questions and clarifications can either be asked during the site visit or submitted to the Court via email to Reginald Jackson by 5:00 p.m. EDT on **8/21/2020**. The Court will answer questions and provide written responses to all quoters.

Enclosures:

- Level C Cost Ceilings.
- Drawings and specifications.
- Images of existing workstations
- Department of Labor Wage Determination Listing.

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>

2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

<u> X </u> Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
<u> </u> Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
<u> X </u> Clause 6-20	Insurance – Work on or Within a Judiciary Facility (APR 2011)
<u> </u> Clause 7-55	Contractor Use of Judiciary Networks (JUN 2014)
<u> X </u> Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
<u> </u> 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):

<u> </u> Clause 2-90C	Option to Extend Services (APR 2013)
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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]*.

____ 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).

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:

 X 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>.

Solicitation Provisions Incorporated by Reference

 X 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)

☒ Provision 3-160 Service Contract Labor Standards (MAR 2019)

Additional Solicitation Provisions

☒ 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.

☒ 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.

____ 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.

____ 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.