

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA**

**Request for Quote (RFQ) FLNDCLERK 23-0005**

**Request Date: June 8, 2023**

**Deadline for Quotes: July 7, 2023**

**Project:** Cyclical Maintenance – Remove and replace the carpet and cove base in the 2<sup>nd</sup> floor jury assembly room; the 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge in the United States Courthouse and Federal Building located at 401 Southeast First Avenue, Gainesville, FL 32601.

**To: Prospective Contractors**

**Special Notes and Requirements:**

1. This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. District Court (USDC), Northern District of Florida, cyclical maintenance project to remove replace in the 2<sup>nd</sup> floor jury assembly room; the 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge in the United States Courthouse and Federal Building located at 401 Southeast First Avenue,, Gainesville, FL 32601.
2. This is a request for Open Market Labor Pricing. Carpet can be ordered under **Federal Supply Schedule contract # GS-03F-014AA**.
3. Contractors submitting a quote must agree to the Terms and Conditions included in this RFQ.
4. A firm fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Deliverables and requirements are listed in the attached Scope of Work.
5. **A mandatory site visit to obtain field measurements for use in responding to this RFQ is required.**

Mandatory site visits will tentatively be conducted at 10:30 a.m. on June 22, 2023. All interested contractors must contact the court's space and facilities representative, Thomas Snead, to confirm the date and time of the mandatory site visit. Mr. Snead's contact information is: Office Phone (850) 521-3533, Cell Phone (850) 559-0235, and Email [thomas\\_snead@flnd.uscourts.gov](mailto:thomas_snead@flnd.uscourts.gov). If you are unable to attend the scheduled appointment time, please contact Mr. Snead to cancel or reschedule.

6. Contractor must be willing to start work based on a purchase order. No down payments or advances will be allowed.

7. Contractor will coordinate and schedule all work with the court's space and facilities representative, Thomas Snead.
8. All work requires escorted access to judiciary facilities. In accordance with *Clause 3-3, Provisions, Clauses, Terms and Conditions – Small Purchases*, Contractor's employees working on this project are subject to security checks. If Contractor is unable to supply enough technically acceptable employees to work on this project within the time-period specified, the court may terminate the contract for default.
9. Contractor must submit the names, dates of birth, and social security numbers of all onsite workers at least one week prior to the start of the project.
10. All quotes must include estimated times for the completion of the work and the number of workers needed to do so.
11. Proposals must include a seaming diagram or diagrams, if more than one seaming option is available within each space and must state the total cost to complete the Scope of Work in accordance with the seaming diagram(s) and the requirements of this RFQ. No additional charges, including surcharges or unforeseen or unplanned expenses will be accepted.
12. Quotes must be valid through September 30, 2023.
13. Contractor is responsible for any damage to the building, furnishings, and finishes that occurs because of their performance of the attached Scope of Work.

**Quotes:**

Quotes must be received in writing and contain a description and the pricing for the materials and work required and a description of the approach and project management that will be implemented to complete the project in accordance with the attached Scope of Work.

Quotes should be mailed or emailed to:

LeAyn Dunbar, Contracting Officer  
United States Courthouse  
One North Palafox Street  
Pensacola, Florida 32502  
[leayn\\_dunbar@flnd.uscourts.gov](mailto:leayn_dunbar@flnd.uscourts.gov)

Thomas Snead, Space and Facilities  
United States Courthouse Annex  
111 North Adams Street  
Tallahassee, Florida 32301  
[thomas\\_snead@flnd.uscourts.gov](mailto:thomas_snead@flnd.uscourts.gov)

Questions regarding this RFQ should be addressed to the above individuals and must be submitted no later than June 30, 2023.

**Attachments:**

U.S. Courthouse & Federal Building Gainesville Map of the Jury Assembly Room, Witness Rooms, and Attorney Lounge  
DOL Wage Determination for Alachua County, Florida

## SCOPE OF WORK (SOW)

### 1. INTRODUCTION, OBJECTIVES, & SPECIAL REQUIREMENTS

#### 1.1 Introduction:

The U.S. District Court for the Northern District of Florida (“FLND”) is issuing this Scope of Work to remove and replace the carpet and cove base in the 2<sup>nd</sup> floor jury assembly room; the 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge in the United States Courthouse and Federal Building located at 401 Southeast First Avenue, Gainesville, FL 32601. This Scope of Work includes all labor and materials, including supervision, tools, equipment, transportation, and incidentals required to complete the project. No equipment, materials, or services of any kind will be provided by the court.

#### 1.2 Objectives:

Cyclical Maintenance - Remove and replace the carpet and cove base in the 2<sup>nd</sup> floor jury assembly room; the 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge with the carpet identified below.

#### 1.3 Special Requirements/Information:

**1.3.1** Contractor will coordinate with a space and facilities representative of the court to set the schedule for deliverables for this firm fixed price contract. The space and facilities representative for the court is Thomas Snead and his contact information is: Office Phone (850) 521-3533, Cell Phone (850) 559-0235, and Email [thomas\\_snead@flnd.uscourts.gov](mailto:thomas_snead@flnd.uscourts.gov).

**1.3.2** Contractor will work at the convenience of the court and must be available to complete the project during regular business hours, Monday - Friday. Contractor must schedule all work with the court’s space and facilities representative. At no time can the work performed under this Scope of Work interfere with court proceedings.

**1.3.3** Contractor must provide the following to the court: List of the name(s), date(s) of birth, and Social Security Number(s) of all individuals, including subcontractors, who will be onsite at any time throughout the completion of this project. This list must be provided at least one week prior to the start of the project.

**1.3.4** Contractor must provide a proposed schedule and a description of the workforce and labor needed to complete the project based on the site review and the estimated delivery time of materials.

**1.3.5.** All stages of this project must adhere to the guidelines set forth in the U.S. Courts Design Guide, the GSA P100, and by the Carpet and Rug Institute, Inc.

## **2. DELIVERABLES/ REQUIREMENTS**

### **2.1 Contractor Requirements:**

Contractor must perform the following tasks for this project:

**2.1.1** Provide all manpower, equipment, materials, and tools needed to complete the project on time and in the manner described in this Scope of Work.

**2.1.2** Verify and confirm all measurements, to include waste calculations, required to replace all carpet and cove base in the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge, as shown highlighted in red on the attached floor plan.

**2.1.3** Provide sample cove base for the court to use in selecting the final product for installation in the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and 3<sup>rd</sup> floor attorney lounge.

**2.1.4** Order, receive, and store the selected flooring and materials according to manufacturer guidelines until installation.

**2.1.5** Move and relocate existing furniture to designated storage area(s) prior to the start of the flooring project and return the furniture to the original location following completion of the project.

**2.1.6** Remove all existing flooring, including the pad and all necessary thresholds, transitions, and other moldings to include the cove base from the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge.

**2.1.7** Following removal of the existing flooring, clean, level, and prepare the subfloor according to industry standards and manufacturer recommendations for installation of the new carpeting in the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and 3<sup>rd</sup> floor attorney lounge.

**2.1.8** Install the carpet identified below, according to manufacturer specifications and the seaming diagram(s) approved by the court, in the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and 3<sup>rd</sup> floor attorney lounge. GSA contract # GS-03F-014AA can be used to order the carpet.

Manufacturer: Bentley Mills, Inc.

Style: New Stratford 8NS340630R

Color: Blue Iris 880416

Type: Broadloom carpet (High Performance Broadloom, 12 ft Cut)

**2.1.9** Install new cove base, as selected by the court, in the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and 3<sup>rd</sup> floor attorney lounge.

**2.1.10** Provide and install all other necessary transitions, thresholds, or other moldings required if existing material cannot be reinstalled, to return the flooring and space to a usable and safe condition, with the same quality and level of finish previously in place.

**2.1.11** Clean and remove all debris and trash associated with the removal of the current flooring and installation of the new flooring daily, to include the removal of all unused or leftover materials. All debris and trash relating to this project must be disposed offsite.

**2.1.12** Protect all areas where work is performed including, but not limited to, floors, walls, elevators, stairs, and all other areas on the general premises. Should physical barriers (e.g., Ram-board, Visqueen, or other similar protective materials) be required, Contractor must provide and remove such protection from the premises at the end of the project.

**2.1.13** Maintain responsibility for damage that occurs to the premises, including, but not limited to, all finishes, furnishings, and equipment located therein, regardless of whether such damage is caused by the action or inaction of Contractor's employees or those of its subcontractors.

### **3. ACCEPTANCE CRITERIA FOR DELIVERABLES**

**3.1.1** Contractor will perform a walk through with the court space and facilities representative upon completion of the project.

**3.1.2** Contractor will work with the court's space and facilities representative to resolve any punch list items prior to final completion of the project.

### **4. LOCATION(S) FOR PERFORMANCE**

All work will be performed within the United States Courthouse and Federal Building, located at 401 Southeast First Avenue, Gainesville, Florida, to include the 2<sup>nd</sup> floor jury assembly room; 3<sup>rd</sup> floor witness rooms, two (2) total; and the 3<sup>rd</sup> floor attorney lounge.

### **5. GOVERNMENT FURNISHED PROPERTY**

The court will not provide any materials, equipment, or labor for completion of this project.

### **6. CONTRACTOR FURNISHED MATERIAL(S)**

Contractor must furnish all equipment and materials needed to complete the project as detailed within the scope of work. Equipment or materials may not be stored in or at the courthouse before or during the project without permission from the court.

## **7. ACCESS TO JUDICIARY IT NETWORKS**

At no time will Contractor have access to the judiciary IT network or the bench and bar Wi-Fi network.

## 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 3-300, Registration in the System for Award Management (SAM) (APR 2013)

Clause 3-305, Payment by Electronic Funds Transfer – System for Award Management (Sam) Registration (APR 2013)

Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (APR2013) (applies only if Clauses 3-300 and 3-305 do not apply)

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

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

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 sixty (60) calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least sixty (90) calendar days 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 eighteen (18) months.

(end)

### 3. Incorporation of Department of Labor Wage Rate Determination

Clause 3-160, Service Contract Labor Standards

Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in the wage determination attached below

## 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 4-1, Type of Contract (JAN 2003)

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.

(end)

*(The contracting officer may incorporate additional clauses or provisions – by reference or in full text – in the appropriate places of the above template. Refer to the Guide to Judiciary Policy, Vol 14, Chapter 1, [Appx 1B](#), to determine if the provision or clause is authorized to be incorporated by reference (IBR) or must be included in full text. If any provisions are incorporated by reference, Provision B-1 also must be marked as applicable. Use of certain clauses/provisions may require a one-time delegation of procurement authority.)*