

Request for Quotation

RFQ number: TNEED 2022-2

Quotes due no later than: March 3, 2023 12pm

Provide quotes to: Robin Butler at robin_butler@tned.uscourts.gov

The U.S. Court, District of Eastern Tennessee is requesting quotes for the items described below.

Site visits can be scheduled at the Court's convenience and no later than February 17th.

Federal building security policies prohibit the sharing of building plans.

Using the quote sheet provided herein, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.

Please note the following requirements:

At least one person employed by the contractor must hold a current HSPD-12 security clearance. Contractor must be able to provide documentation of current liability insurance.

The U.S. Court, District of Eastern Tennessee intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

The period of performance is 180 days from the date of award

The place of performance will be: Howard H. Baker Jr. U.S. Courthouse
800 Market St.
Knoxville TN 37902

Sincerely,

Robin Butler
Space and Procurement Administrator

Quote Sheet for RFQ # TNEED2022-01

Instructions for Quoter:

Provide the information requested here and below at Provision 3-5 and Clause 7-10:

| | |
|--|--|
| Company name: | |
| DUNS number or UEI: | |
| Discount terms, if other than Net 30: | |

Instructions for Quoter:

Fill in the unit price and extended price for each item.

Fill in the grand total amount.

| Item | Description | Qty | Unit of Issue | Unit Price (\$) | Extended Price (\$) |
|-------------|---|------------|----------------------|------------------------|----------------------------|
| 1 | Move furniture | 330 | Sq yd | | |
| 2 | Remove carpet and pad and prepare floor for installation | 330 | Sq yd | | |
| 3 | Dispose of carpet | 330 | Sq yd | | |
| 4 | Furnish glue | 330 | Sq yd | | |
| 5 | Install carpet provided by court | 330 | Sq yd | | |
| 6 | Repaint/repair/replace any trim damaged during installation | | | | |

| | |
|---------------------|----|
| GRAND TOTAL: | \$ |
|---------------------|----|

TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

SOLICITATION PROVISIONS

Provision B-20, Computer Generated Forms (JAN2003)

- (a) Any data required to be submitted on a Standard or Optional form may be submitted on a computer-generated version of the same form., provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional form number and edition date.
- (b) Unless prohibited by the contracting officer, any data required to be submitted on a judiciary unique form may be submitted on a computer-generated version of the form provided there is no change o the name, content, or the sequences of data elements on the form and provided the form carries the judiciary form number and the edition date.
- (c) If the contractor submits a computer-generated version of a form that is different than the required from, then the rights and obligations of the parties will be determined based on the content of the required form.

Provision 2-70 Site Visit

Offerors or quoters are urged and expected to 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.

Clause 6-20, Insurance – Work On or Within a Judiciary Facility

Include the following clause as prescribed in § 630.20.40(a) (Clauses).

Insurance – Work On or Within a Judiciary Facility (APR 2011)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self-insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e)The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the contracting officer upon request.

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 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.

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>.

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

- Name:**
- Address:**
- Telephone:**
- E-mail:**
- Fax:**

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues

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 marked with an 'X' are incorporated by reference:

| | | |
|--|-------|--------------------------------------|
| | 2-5B | Inspection of Services (APR 2013) |
| | 2-20A | Incorporation of Warranty (JAN 2003) |

| | | |
|---|-------|--|
| | 2-40B | Delivery of Excess Quantities (JAN 2003) |
| | 2-50 | Continuity of Services (JAN 2003) |
| | 2-55 | Privacy or Security of Safeguards (JAN 2003) |
| | 2-80 | Judiciary Property (JAN 2003) |
| | 2-90C | Option to Extend Services (APR 2013) |
| | 2-90D | Option to Extend the Term of the Contract (APR 2013) |
| | 2-110 | Option to Purchase Equipment (JAN 2003) |
| | 2-125 | Security for Advance Payment (APR 2013) |
| | 2-130 | Energy Efficiency in Energy-Consuming Products (APR 2013) |
| | 2-135 | Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019) |
| | 2-140 | Judiciary IT Security Standards (APR 2013) |
| | 3-1 | Contractor Use of Mandatory Sources of Products or Services (JUN 2012) |
| X | 3-3 | Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014) |
| | 4-150 | Cancellation Under Multi-Year Contracts (JUN 2014) |
| | 5-1 | Payments under Personal and Professional Services Contracts (APR 2013) |
| | 5-30 | Authorization and Consent (JAN 2003) |
| | 5-30 | Alternate I (JAN 2003) |
| | 6-10 | Deposit of Assets Requirements (APR 2013) |
| | 6-15 | Deposit of Assets Instead of Surety Bonds (JAN 2003) |
| | 6-65 | Rights in Data – Special Works (JAN 2010) |
| | 6-75 | Rights to Data in an Offer (APR 2013) |
| | 6-80 | Rights in Data – Existing Works (JAN 2010) |
| | 6-90 | Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010) |
| | 6-110 | Deferred Ordering of Technical Data or Computer Software (JUN 2014) |
| X | 7-1 | Contract Administration (JAN 2003) |
| X | 7-5 | Contracting Officer's Representative (APR 2013) |
| X | 7-15 | Observance of Regulations/Standards of Conduct (JAN 2003) |
| X | 7-25 | Indemnification (AUG 2004) |
| | 7-45 | Travel (APR 2013) |
| | 7-55 | Contractor Use of Judiciary Networks (JUN 2014) |
| | 7-70 | Judiciary Property Furnished "As Is" (APR 2013) |
| | 7-95 | Contractor Inspection Requirements (JAN 2003) |
| | 7-115 | Availability of Funds (JAN 2003) |
| | 7-160 | Limitation on Withholding of Payments (APR 2013) |
| | 7-170 | Notice of Intent to Disallow Costs (JAN 2003) |
| | 7-180 | Prohibition of Assignment of Claims (JUN 2012) |
| X | 7-215 | Notification of Ownership Changes (JAN 2003) |