



UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
Florence Division

Request for Quote – Cyclical Maintenance
J.L. McMillan Federal Building and Courthouse, Florence

RFQ Number: 24-FLOR-CMI
Request Date: 02 August 2024

To: All Qualified Bidders

Attached is a request for open market pricing to complete a project for the United States District Court for the District of South Carolina. The project will consist of carpet, wall base, and paint. 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 Tuesday, August 20, 2024 at 11:00 a.m. local time in the Clerk's Office at the McMillan Federal Building located at 401 West Evans Street in Florence. All parties will meet in third floor public lobby.

Proposals must be delivered to the Contracting Officer (CO) listed below by Friday, September 6, 2024, 4:00 PM local time. Mailed, hand-carried, or e-mailed quotes will be accepted and must be received by the date and time noted above. Any proposal received after the above listed date will not be accepted.

If an award is made for this RFQ, it will be a firm fixed price award 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:

Wanda Williams, Contracting Officer (CO)
U.S. District Court
901 Richland Street
Columbia, SC 29201
803.253.3471
wanda_williams@scd.uscourts.gov

and

Michael Ward, CO's Representative (COR)
U.S. District Court
901 Richland Street
Columbia, SC 29201
803.253.3635
michael_ward@scd.uscourts.gov

All questions regarding the RFQ must be received via email by Tuesday, August 27, 2024, 4:00 p.m. local time. All questions will be answered by email to all solicited vendors and any additional parties responding with questions to the public posting.

Sincerely,

Wanda Williams
Contracting Office



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1) PARTIES

- a) Contractor. The “contractor” includes the contractor, employees of the contractor, any subcontractor/supplies, or employee of any subcontractor/supplier 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 in the District of South Carolina: the district court clerk’s office, the bankruptcy court clerk’s office, the probation office, and the pretrial services office.
- c) General Services Administration. The “GSA” is an independent federal government agency that leases space to other federal government agencies, including the court.

2) STATEMENT OF WORK

The SOW for this RFQ includes all labor, supervision, tools, materials, equipment, transportation, and incidentals required and/or implied for the complete and satisfactory performance to facilitate the below items. The specific details are outlined below and in Attachment No. One (Drawings)

Item One – Pre-Alteration Asbestos Testing

Prior to the start of work, a pre-alteration asbestos assessment survey of the work area shall be conducted in accordance with GSA Policy PBS 1000.1A dated April 11, 2022. Survey results shall be transmitted to the POCs (detailed in Item No. 4) who will forward it to GSA. In the event ACM is discovered, the work must stop to allow GSA to complete any necessary abatement at no cost to the contractor. Once the abatement is completed, the contractor will be able to proceed with the project.

Item Two – Broadloom Carpet

Contractor will be responsible for the following items:

- Furnish and install Ramboard or equal to protect existing carpeting along all paths of travel and within 3’-0” of wall surfaces. Protect existing finishes adjacent to the area of work that are along your path of travel.
- Remove existing carpet tile in Room 3003. Carpet tiles in good condition should be retained and turned over to court for additional attic stock; tiles in poor condition can be discarded.
- Furnish and install broadloom carpet and adhesive in Room 3003. Carpet will be Bentley Kings Road Ecru 880320 with Optimum Barrier II backing, or approved equal. Adhesive will be Heathbond 1000. Carpeting will be glued directly to concrete subfloor. Contractor should minimize seams in the installation of carpeting.



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Item Three – Wall Paint

Contractor will be responsible for the following items:

- Remove existing wallcovering.
- Prepare walls to receive new paint. Prime existing surfaces as necessary.
- Paint walls in Room 3003 with two coats of Sherwin-Williams Emerald, Matte Finish, or approved equal. USDC to select color by pre-construction conference.

Please note that all walls are \pm 8'-10" from floor to ceiling tile. Contractor will be responsible for field-verifying all wall heights. Door and window trim is excluded from this scope of work.

Item Four – Rubber Base

Contractor will be responsible for the following items:

- Remove and dispose of existing rubber floor base in Room 3003.
- Furnish and install Roppe Pinnacle 4" rubber base with standard toe from a continuous roll, or approved equal, in sufficient quantities for installation. Color will be approved by USDC at pre-construction conference.
- Furnish and apply Excelsior WB-600 Acrylic adhesive, or approved substitution, in sufficient quantities for installation.
- Furnish balance of 120' rubber base roll in box to USDC for attic stock.

Cleaning

Contractor will clean the space after completion of the items listed above. Contractor will remove any tape, and mop or clean all CT and VCT surfaces.

Reference accompanying construction documents for complete scope of work and further job specifications.

3) GENERAL CONDITIONS

Vendor acknowledges and agrees to the following conditions when submitting their bid:

- All work shall be completed Monday – Friday (exclusive of federal holidays) during regular business hours between 8:30 a.m. – 4:30 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 materials, tools, or equipment left at the project site.
- Contractor shall field verify all measurements.
- Contractor will be responsible for protecting adjacent work areas and finished surfaces from damage.
- Contractor will be responsible for any damage to the building.



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- Contractor will have access to a loading dock but must share access with other vendors and contractors, as needed.
- Contractor will have access to public elevators.

Any contractor providing a quote for this project must have at least five years' experience with commercial-level construction and have the manpower, equipment, and tools required to complete the work to current industry standards.

The intent of the statement of work provided above is 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.

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

4) LOCATION AND POINTS OF CONTACT

Location of work is shown on the attached drawings. Work will be performed at the John L. McMillan Federal Building / Courthouse, 401 West Evans Street, Florence, SC, 29501.

The court's points of contacts (POC) are Wanda Williams and Michael Ward.

5) PRE-BID TOUR

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.

6) BASIS OF AWARD

Offers are evaluated based on price. If an award is made, it will 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 contractor 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 within three (3) days after notice of intent to award.**

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 additional time is needed to evaluate the proposals.

7) SECURITY CLEARANCES

All employees working on the project must undergo and pass a U.S. Probation Office background check. The court will provide the awarded contractor with the "Contractor Clearance Form" 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 (5) days of the contract's award.**



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8) REFERENCES

The contractor must supply a minimum of three references, including the following information: company, company address, contact name, telephone number, and email.

9) 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.
- 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 shall remove all hazardous materials brought into the courthouse at the conclusion of each workday 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.
- e) The contractor must report any accidents that occur on the job site to the court.
- 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.

10) INSURANCE CERTIFICATE

Contractor chosen to complete this work must submit an acceptable insurance certificate within five (5) days of the contract's award naming GSA as the insured party. The following insurance coverage is required by GSA and Federal Acquisition Regulation (FAR) 28.307-2:

a) General Liability

The contracting officer will require the General Contractors and each of its subcontractors who perform any work on the property to obtain and maintain insurance policies which meet or exceed the following insurance terms, conditions, requirements, and coverages:



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- i) Each contractor shall obtain and maintain liability insurance in an amount of not less than \$1,000,000 combined single limit for accidents or occurrences which cause bodily injury, death, or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance replacement, removal or other activity related to the property.
- ii) Each contractor shall obtain and maintain property damage liability insurance in an amount of not less than \$100,000 per occurrence.
- iii) The insurance policy shall name the General Services Administration, its employees, and officials, as their interest may appear, as additional insureds. A copy of the policy's Additional Insured document must be provided to the court prior to commencement of any work.

b) Automotive Liability

The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

c) 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.

II) 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 person/s or party/ies 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 sole exception of the contractor's record copy.



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12) 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 POCs of any conditions that might prevent the performance of these requirements.

13) 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 POCs 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.
- 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.

14) WORKMANSHIP

- a) The contractor must schedule and coordinate all work with the POCs.
- 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.

15) 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 daily. The contractor may not use the dumpsters or trash receptacles within the building. Any cost/s associated with procuring a dumpster for this project shall be paid by the contractor. The contractor will inform the POC if a dumpster is needed. The contractor and POC shall coordinate jointly with GSA to select a suitable location for any dumpster. Any cost/s associated with providing space



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outside the building for a dumpster shall be paid by the contractor.

- 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.

16) 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 pre-construction 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. Any items on the punch list must be completed in a timely manner and to the satisfaction of the POC.

17) TAXES

The contractor is responsible for taxes on all materials and labor associated with this contract. The Federal Judiciary is a tax-exempt organization and will not pay for any taxes on materials or services.

18) INVOICES

- a) Contractor should clearly specify payment terms on all invoices. If no terms are specified, the invoice will be processed under Net 30 terms.
- b) Invoices will only be accepted after materials are on site at the worksite or services have been rendered. Partial invoices will be considered up to 80% of the contract amount.
- c) For payment purposes, the contractor must mark the final invoice for payment as "Final Invoice for Payment."

19) 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.



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(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 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) Definition of "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)



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- 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 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 <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)



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

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2024)

Clause 3-160, Service Contract Act of 1965 (MAR 2019)

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 (JUN 2014)

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

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

Clause 7-135, Payments (APR 2013)



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Quote Sheet for RFQ No. 24-FLOR-CMI

Item Number	Supplies or Services	Unit of Issue	Firm Fixed Price
Item 1 includes the pre-alteration asbestos report.	Assessment of wall and floor surfaces that could be disturbed.	Job	\$ _____
Item 2 includes the removal of exist. carpet and the installation of new carpet.	Ramboard protection for exist. carpet, Bentley carpet, and adhesive.	Job	\$ _____
Item 3 includes the supply and installation of paint on all walls in the work area.	Sherwin-Williams Emerald paint	Job	\$ _____
Item 4 includes the supply and installation of rubber base within the work area.	Roppe Pinnacle 4" rubber base with standard toe from a continuous roll.	Job	\$ _____
	TOTAL COST		\$ _____

 Vendor's Name

 Vendor's Phone Number

 Vendor's Email Address

 Vendor's Street Address

 Vendor's City / State / Zip Code

 Signature of Vendor's Representative

 Date

 Printed Name of Vendor's Representative

 DUNS Number (if available)