



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

Reply to Northern Division Address

Catherine Stavlas, Clerk of Court
David Ciambuschini, Chief Deputy

Request for Quotation (RFQ)

RFQ Number: RFQ- Greenbelt Chambers 465
Request Date: 8/29/2023
Request for Open Market

The United States District Court for the District of Maryland is currently requesting quotations for the painting and flooring of the Greenbelt 1st Floor Jury Assembly Room, located at the United States Courthouse 6500 Cherrywood Lane, Greenbelt, MD 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.

The scope of work is as follows:

- Remove existing wood floor in judge's private office and replace with Tarkett vinyl plank style and color by USDC. Contractor to float existing concrete prior to installation.
- Replace existing Chambers carpet with new Bentley carpeting style and color by USDC.
- Patch and paint (2 coats Sherwin-Williams eggshell finish) all existing wall surfaces style and color by USDC

***Note: Escorting will be required for this project. Please include the cost of escorting in your submitted Quotation to the Court. This is a Firm-Fixed-Price Award so the cost of escorting should be a flat rate. Please contact Parasys at (443) 985-0297 and Chimes at (410) 962-7611 for escorting quotes. Escorts are needed, and cost should be detailed an estimate.**

Regular work hours are from 8:30 AM to 5:00 PM EDT, Monday through Friday. This installation is after-hours work beginning no earlier than 6:00 PM EDT. All contractor trash, debris, etc. will be required to be removed from the premises and properly disposed of.

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

This work is subject to the Service Contract Act. The current Department of Labor wage determination for this locality is attached to this RFQ.

Site Visit:

Please also note that offerors or quoters are welcome to, but not required 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.

Vendors interested in arranging a site visit should contact the Court via email to JaNene Sherrill.

Contracting Officer's Technical Representative:

The contracting officer's technical representative (COTR) for this award, will be the Space and Facilities Manager, Brett Gwin. The COTR will be responsible for coordinating these services and inspecting and approving all services furnished under the contract. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

The contracting officer for this award will be JaNene Sherrill.

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."

Submission of Quotations:

Interested vendors shall submit a quotation by **no later than 5:00 p.m. EDT on 9/15/2023** by email to:

JaNene Sherrill
6500 Cherrywood Lane, Greenbelt, Maryland 20770
Suite: 200
Phone: 301-344-3121
Email: JaNene_Sherrill@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 JaNene Sherrill.

Questions and clarifications:

Questions and clarifications should be submitted to the Court via email to JaNene Sherrill by 5:00 p.m. EDT on **9/8/2023**. The Court will answer those questions and provide the written responses to all quoters.

Enclosures:

- Department of Labor Wage Determination

APPLICABLE JUDICIARY TERMS AND CONDITIONS

- **Judiciary Procurement Program Procedures (JP3) – Description:** A firm-fixed-price (FFP) contract requires a price that is not subject to change or adjustment based on the contractor's cost of performance, provided the specified requirements are not changed during performance, and both parties fulfill their obligation under the contract. The contractor assumes full responsibility for all costs and resulting profits/losses, maximizing the motive to control costs and perform effectively, economically, and efficiently. It is the least burdensome type of contract for the judiciary to administer when requirements are stable. However, if frequent changes are likely, administration will be difficult. The amount to be recorded is the full contract/delivery order/task order price using funds available in the period awarded, regardless of whether or not performance will continue into future fiscal years. For a firm fixed price contract, delivery order or task order in which the government has an option to purchase additional products and/or services, the contract price for the basic products and/or services is an obligation at the time the contract is awarded, and the options become an obligation only when they are exercised. In firm-fixed-price contracts, the pricing section of the contract establishes unit prices for each ordered product or service, and payment may be made for any product or services listed in the pricing section which has been delivered and accepted. Therefore, payment may be made only after a product or service has been **delivered and accepted**. However, generally, payment on more than a monthly basis is not authorized.
- The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) drawings, designs, or specifications when the products to be furnished are to be specially manufactured for the judiciary in accordance with the drawings, designs, or specifications;
 - (2) statement of work or description of services to be performed;
 - (3) method of shipment or packing of products;
 - (4) place of delivery of products or place of performance;
 - (5) delivery or performance schedule, time (i.e. hours of the day, days of the week, etc.) or place of delivery or performance of services;
 - (6) judiciary-furnished property or facilities.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the contracting officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.

- (c) The contractor shall assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon an offer submitted before final payment of the contract.
 - (d) If the contractor's offer includes the cost of property made obsolete or excess by the change, the contracting officer will have the right to prescribe the manner of the disposition of the property.
 - (e) Failure to agree to any adjustment is a dispute under the Disputes clause. However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.
- The Service Contract Act (SCA), [41 U.S.C. §§ 6701–6701](#), applies to contracts over \$2,500. SCA requires that service contracts over \$2,500 contain mandatory provisions regarding minimum wages and fringe benefits. It requires contractors to pay their service employees at least the wages and fringe benefits prevailing in that locality and in no event may service employees be paid less than the minimum wages specified in the Fair Labor Standards Act, [29 U.S.C. 206\(a\)\(1\)](#).
 - The Prompt Payment Act of 1982 is not applicable to the judiciary. The provisions of the Prompt Payment Act of 1982 and OMB Budget Circular A-125 concerning interest on overdue payments are not applicable to the judiciary. Therefore, interest is not payable under this contract for overdue payments.
 - The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
 - The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.
- **JP3 Clause 7-1, Contract Administration**
 - **Contract Administration (JAN 2003)**
 - The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in

the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.

- Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

- **JP3 Clause 7-5, Contracting Officer's Technical Representative**

- **Contracting Officer's Technical Representative (JAN 2003)**

- Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.

- The COTR, if appointed, may be assigned one or more of the following responsibilities:
 - monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - notifying the contracting officer immediately if performance is not proceeding satisfactorily;
 - ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
 - providing the contracting officer a written request and justification for changes;
 - providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
 - providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.