

# United States Bankruptcy Court Southern District of Georgia

## *Request for Quotation*

**Request Date: September 24, 2020**

**Deadline for Quotes: October 5, 2020**

**Project: U.S. Bankruptcy Court and U.S. Probation Office Annex Building Furniture Acquisition Plan**

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**To: VIA EMAIL**

### **A. Overview and Notes:**

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1. This is a Request for Quotation (RFQ) for services in connection with the U.S. Bankruptcy Court (USBC) and U.S. Probation Office (USPO), Southern District of Georgia, Furniture Acquisition Plan for the Annex Building, 124 Barnard Street, Savannah, GA 31401 which is currently under construction.
2. This is a request for reupholstery services for the 19 pieces of furniture listed on **Attachment B**.
3. This is a request for **Open Market Pricing**.
4. All items are to be picked up from the Tomochichi Courthouse at 125 Bull Street, Savannah, GA 31401 for off-site reupholstering, delivered to the Annex Building at 124 Barnard Street, Savannah, GA 31401, and placed as directed within USBC's premises.
5. Vendors are to pick-up, reupholster, and store all furniture until delivery. The current pick-up date is on or about January 1, 2021; however, date may be adjusted depending on construction schedule. Finished furniture is to be delivered to the Annex Building on or about March 8, 2021; this date may fluctuate due to the construction schedule as well. If furniture needs to be stored by the Vendor after the original delivery date, Vendor will be responsible for the first 90 days of storage. Please quote for storage fees after 90 days, weekly and monthly rates. Final pick-up date and delivery schedules are to be determined after award.
6. All vendors and their subcontractors must agree to the Terms and Conditions set out in **Attachment A**.
7. Each vendor must complete, in its entirety, **Attachment D** and submit with quote package.
8. A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Technical specifications are listed in the Scope of Work (SOW) section and are subject to change based on market research and new information. Any changes will be communicated to all vendors and all will be given the same opportunity to modify their quotes and resubmit.
9. The vendors must be willing to start work based on acceptance of Purchase Order. No down payments or advances will be allowed.
10. In accordance with Clause 3-3 (*Provisions, Clauses, Terms and Conditions - Small Purchases*) vendor's employees and subcontractors working on this project are subject to

possible security checks including fingerprinting and background investigations and may require access badges to work on the project. If the vendor is unable to supply a sufficient number of technically knowledgeable employees to work on this project, the judiciary may terminate the contract for default.

11. All pick-ups and deliveries should be completed during normal business hours. Court Security will decide if vendors are required to complete security checks. Once security checks are completed, a time will be set up to issue badges to cleared employees and subcontractors.
12. All badges must be returned upon completion of the project before payment can be issued against the Purchase Order.
13. All quotes shall be accompanied by a *proposed* schedule of operations, including estimated times for pick-up, delivery and installation, and number of crew needed to accomplish the work. Any proposed schedule must be approved by the U.S. Bankruptcy Court.
14. Quotes must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted once the project is awarded.
15. Please confirm to Michael Drabek via email by **4:00 p.m. on September 25, 2020**, that you will or will not be submitting a quote in response to this RFQ.
16. Vendors may submit questions via fax or email to Michael Drabek. The deadline for submission of questions is **4:00 p.m. on September 30, 2020**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all vendors submitting quotes.
17. Quotes are due by **4:00 p.m. on October 5, 2020**.
18. Quotes must be valid through **October 30, 2020**.
19. Vendors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.

## **B. Quote Packages:**

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### **1. Examination of RFQ**

Vendors are expected to examine the RFQ thoroughly and understand the scope of work including services required, identified schedules and other instructions related to the project. Failure to understand the requirements of the RFQ and SOW will be at the vendor's risk. It is the intent of these specifications to procure services of top quality. All manner of workmanship and material used in the services provided shall be of the industry standard and shall conform to the best practices known in the industry. No advantage will be taken by vendor in the omission of any part or detail, whether due to the failure of the USBC to include in the RFQ or failure on the vendor to include in the Quote Package, which goes to make the services incomplete.

The submission of a Quote Package shall constitute an acknowledgment upon which the USBC may rely that the vendor has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided. The failure or neglect of a vendor to receive or examine such documents, work sites, statutes, regulations, ordinances, or

resolutions shall in no way relieve the vendor from any obligations with respect to its Quote Package or to any Contract awarded pursuant to this RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFQ, work sites, statutes, regulations, ordinances, or resolutions.

**2. Cost of Quote Packages**

The USBC is not liable for any costs incurred by vendors in the preparation, presentation, testing, or negotiation of Quote Packages submitted in response to this solicitation.

**3. Inquiries:**

Questions related to the RFQ or requests for clarification may be directed to Michael Drabek, by email at michael\_drabek@gas.uscourts.gov. Oral questions will not be permitted. All responses to inquiries will be in writing and will be shared with all vendors who have indicated an interest in bidding on this project. All questions must be received no later than **4:00 p.m. on September 30, 2020**. All responses will become part of the RFQ and any subsequently awarded contract.

**4. Quote Submission:**

All quotes for this project should include pricing, a list of the services to be provided, along with applicable photos, brochures, or finish samples, a proposed delivery and installation schedule, and a project management plan in accordance with the attached Statement of Work. Submission of a quote shall constitute an acknowledgement on the part of the submitting vendor of the review and compliance with the RFQ, and acceptance of the Terms and Conditions in **Attachment A**. All quotes must be received by **4:00 p.m. on October 5, 2020**.

Quotes may be mailed, hand delivered, or e-mailed to:

**Michael Drabek**  
U.S. Bankruptcy Court  
125 Bull Street, Room 213  
Savannah, GA 31401  
Phone: (912) 650-4108  
Email: michael\_drabek@gas.uscourts.gov

**5. Procurement Schedule**

The projected schedule for this procurement is:

Last day for Questions	September 30, 2020 at 4:00 p.m.
Quotes Due	October 5, 2020 at 4:00 p.m.
Evaluation of Quotes	October 6, 2020
Anticipated Notice of Award	October 7, 2020
Anticipated Issuance of Contract	October 8, 2020

**6. Postponement or Cancellation of Request for Quotes**

The USBC reserves the right to cancel the RFQ at any time for any reason or change the date and time for submitting quotes by announcing so prior to the date and time

established for quote submittal. The USBC also reserves the right to waive or not waive any informality in any quotes.

**7. Modification or Withdrawal of Quotes by Vendor Prior to Submittal Date and Late Quotes**

At any time before the time and date set for submittal of quotes, a vendor may request to withdraw or modify its Quote Package. Such a request must be made in writing to the USBC. All Quote Package modifications shall be made in writing, executed and submitted in the same form and manner as the original Quote Package. Any Quote Package or modification of Quote Package received after **4:00 p.m. on October 5, 2020** will not be considered.

**8. Errors and Administrative Corrections**

USBC will not be responsible for any errors in quotes. Vendors will only be allowed to alter quotes after the submittal deadline in response to requests for clarifications or Best and Final Offers by the USBC.

USBC reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the vendor must be initialed by the individual signing the Quote Package.

**9. Compliance with RFQ Terms and Attachments**

USBC intends to award a Contract based on the SOW, terms, conditions, and attachments contained in this RFQ. Any quotes received shall be acknowledgment by the vendor that they have reviewed and understand the requirements set out in the RFQ and accept the Terms and Conditions set out in **Attachment A**.

Vendors are strongly advised to not make any exceptions to the RFQ. Vendors shall submit a Quote Package, which responds to the requirements of the RFQ. An exception is not a response to an RFQ requirement. The vendor shall identify any exceptions in writing to the USBC, with submission of Quote Package materials. A separate page shall be provided, titled "Notice of Exception," and must identify the specific point or points of exception and provide an alternative.

Vendors are cautioned that exceptions to the SOW, terms, conditions, and attachments may result in rejection of the Quote Package. It is recommended that any quotes including exceptions be submitted prior to the deadline of **4:00 p.m. on September 30, 2020**.

USBC may, at its sole discretion, determine that a Quote Package with a Notice of Exception merits evaluation. If the exception is acceptable, it will become part of the RFQ and provided to other vendors to allow a similar exception for all quotes.

# STATEMENT OF WORK

## 1.0 Scope of Work

The Scope of Work (SOW) for this RFQ includes reupholstering and refinishing of all furniture parts and pieces, labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate the furniture reupholstering for the Annex Building, 124 Barnard Street, Savannah, GA 31401. Please see **Attachment B** for the floor plan for the areas included in the SOW.

### 1.1 Project and Vendor Requirements

- a. Any Vendor providing a quote for this project must have at least five years' experience with reupholstering furniture and have the manpower, equipment and tools required to complete the work to industry standards.
- b. Vendor will attend a Pre-Delivery/Installation Meeting prior to project start (post-award) to work out a schedule. The date and time of this meeting will be determined by the estimated completion date of the Annex Building. This meeting may be conducted telephonically.
- c. Vendor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the industry.
- d. The Supervisor will be available to oversee and inspect all furniture pick-ups and deliveries, ensure that all areas are left clean after delivery, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- e. The Supervisor shall report directly to the USBC Project Manager, to review completed work and any special problems, and to receive instructions relative to daily activities.
- f. The Vendor will work at the convenience of the court and must be flexible to complete the work during times that minimizes disruption to staff. The Annex is a building under construction, so USBC staff will communicate any changes to the pre-determined delivery schedule.
- g. The number of crew members shall be appropriate for amount of work to be completed in the given timeframe.
- h. The court freight elevator is sensitive to excessive weight, movements and length of door held open. Crew must be careful when using the freight elevator to transport furniture and equipment. A lock down key will be provided to avoid shut down of the elevator. In the event the freight elevator is shut down, the crew will use the public elevators, but will assume any damage done during transportation.
- i. The USBC must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

### 1.2 Quote and Services Requirements

- a. Provide a detailed bid identifying pricing and services required for each furniture item listed in **Attachment B** in the RFQ. Pricing shall include all freight and associated fees to pick-up, reupholster and refinish, store, deliver, install and inspect the furniture at the Annex Building.

- b. Provide applicable photos, brochures, finish samples, etc., to illustrate the finishes and services that are being proposed.
- c. Provide information on any applicable warranty.
- d. Pick-up, repair and reupholster, and store all furniture until delivery and installation.
- e. Clean-up and removal of any debris or trash associated with the installation.
- f. Wiping down of all furniture so it is free of dust and debris.
- g. Thorough vacuuming of the area after furniture installation is completed so area is clean and ready for staff use.
- h. Any and all additional work necessary to complete the installation of furniture to meet industry best practices standards and to the satisfaction and approval of the USBC.
- i. Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in **Attachment A**.

### **1.3 Furniture Deliverables**

Furniture to be repaired and reupholstered is identified in **Attachment B** and includes photographs of each piece.

The USBC reserves the right to change or modify the list of furniture pieces during the review process. If any changes are made, all vendors will be notified and given the opportunity to modify their quotes. The vendor will be responsible for any omissions that cause the project to be delayed. Vendors should request in writing any clarifications regarding any items listed on **Attachment B**.

**PLEASE NOTE:** Fabrics have been chosen and are included in **Attachment B**. Finishes for non-fabric parts have not been chosen for any of the furniture. Decisions on finishes shall be made from available samples provided as part of the quotes and selected after award of the contract. Changes to quotes will be allowed if selections impact pricing. Finish colors will be chosen based on existing décor and furnishings. Vendors should be able to provide a variety of wood finishes for the USBC to choose from.

## **2.0 Schedule for Performance and Delivery/Milestone Schedules**

- a. A decision on the award of the contract will be made by **October 7, 2020, barring any unforeseen circumstances**.
- b. A Purchase Order for this project will be processed as soon as the project has been approved and the contract has been awarded.
- c. A detailed work schedule will be arranged once building construction nears completion. The Vendor will work with the USBC to complete a final schedule once Annex building construction is closer to completion.

### **2.1 Review Period for Deliverables**

USBC will review all furniture reupholstering with the Supervisor within 24 hours of completion of the project. Any discrepancies will be noted and must be addressed within 72 hours of the review. If parts must be ordered, this will be done so on an expedited basis.

## **2.2 Acceptance Criteria for Deliverables**

The following criteria will be used to evaluate the performance of the Vendor to meet the contract requirements:

- a. All furniture to be reupholstered shall be removed from the Tomochichi Courthouse without causing damage to the furniture or building.
- b. Furniture shall be repaired and reupholstered in a manner approved by the USBC.
- c. Furniture shall be secure and stable and meet industry standards as outlined in the Quote Package.
- d. All reupholstered furniture shall be delivered to the Annex Building without causing damage to the furniture or building.
- e. Furniture shall be wiped down and dusted, free of dirt and debris.
- f. All trash, boxes, packaging, paper, plastic, etc., shall be removed and space completely cleaned upon completion of furniture installation.
- g. Carpet shall be vacuumed of any debris upon completion of furniture installation.
- h. If necessary, vendor shall return to make any adjustments to insure the above is completed.

## **3.0 Environment**

All pick-up and delivery will be conducted in occupied space.

### **3.1 Locations for Performance**

All reupholstering services will be conducted off-site.

### **3.2 Government Furnished Property**

With the exception of the furniture listed in **Attachment B**, no equipment, materials or service of any kind shall be provided by the Court.

### **3.3 Vendor Furnished Material**

The Vendor must furnish all equipment and materials needed to perform the Scope of Work. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the Court.

### **3.4 Access to Judiciary IT Networks**

At no time shall the Vendor have access to the Judiciary IT Network or Bench and Bar Wi-Fi.

# ATTACHMENT A - TERMS AND CONDITIONS



## 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 1-10 Gratuities or Gifts (JAN 2010)
- Clause 2-80 Judiciary Property (JAN 2003)
- Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-25 Indemnification (AUG 2004)
- Clause 7-55 Vendor 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)

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

*See Attachment C.*

## 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 2-85A Evaluation Inclusive of Options (JAN 2003)
- Provision 3-135 Single or Multiple Awards (JAN 2003)

### Additional Solicitation Provisions

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

The judiciary plans to award a \_\_\_\_\_ 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.

(end)

X  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) *Vendor 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 subVendor in the case of an exempt subVendor) 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 Vendor; 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 subVendor 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 subVendor 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 subVendor 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.

# ATTACHMENT B – FURNITURE LIST WITH PHOTOGRAPHS

**ATTACHMENT C – DEPARTMENT OF LABOR WAGE  
DETERMINATION**

**ATTACHMENT D – QUOTE SHEET WITH VENDOR INFORMATION**