



**UNITED STATES DISTRICT COURT**  
DISTRICT OF MASSACHUSETTS  
OFFICE OF THE CLERK  
1 COURTHOUSE WAY  
BOSTON, MASSACHUSETTS 02210

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**Sarah Allison Thornton**  
CLERK OF COURT

August 13, 2010

## **MEMORANDUM**

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TO: Interested vendors

FROM: Douglas Holmes, Property and Procurement Administrator

RE: Refinish of Courthouse Furniture

The United States District for the District of Massachusetts is looking to have 158 pieces of furniture refinished. These pieces are located in our courtrooms and adjoining attorney conference rooms.

The United States District Court will award this project based on Best Value to the court. The evaluation criteria will be, but not limited to, past performance, quality of work, cost, experience, and delivery terms. These items will need to be picked up at the courthouse, stripped, veneer repaired, refinished in a matching stain, and reinstalled in the courthouse. A sample stain must be provided to the Court for approval.

Please contact Douglas Holmes at (617)748-9079 to schedule a site visit. Photos of the furniture will be provided upon request.

Thank you.

## Description/Specifications/Work Statement

The contractor shall:

- Pick up all items from the courtroom in groups of 6 - 8 pieces at a time
- Repair/replace any veneer damage, trim or structural damage
- Remove all surface stains, watermarks, scratches, etc.
- Remove old finishes completely and refinish with color matching existing finish. A sample of the new finish must be approved by the court prior to proceeding with the work.
- Reinstall refinished furniture in the courthouse

All work must be completed no later than February 26, 2011

## Applicable Clauses

### **Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JAN 2010)**

- (a) The following provisions are incorporated by reference into the request for quotations (RFQ):

- (1) [Provision 3-70, Determination of Responsibility](#) (JAN 2003)
- (2) [Provision 3-210, Protests](#) (AUG 2010)
- (3) [Provision 7-60, Judiciary Furnished Property or Services](#) (JAN 2003)

- (b) The contractor shall comply with the following clauses incorporated by reference:

- (1) [Clause 1-15, Disclosure of Contractor Information to the Public](#) (AUG 2004)
- (2) [Clause 2-60, Stop Work Order](#) (JAN 2010)
- (3) [Clause 3-205, Protest After Award](#) (JAN 2003)
- (4) [Clause 7-20, Security Requirements](#) (JAN 2010)
- (5) [Clause 7-30, Public Use of the Name of the Federal Judiciary](#) (JAN 2003)
- (6) [Clause 7-35, Disclosure or Use of Information](#) (APR 2010)
- (7) [Clause 7-85, Examination of Records](#) (JAN 2003)

- (8) [Clause 7-125, Invoices](#) (JAN 2010)
- (9) [Clause 7-130, Interest \(Prompt Payment\)](#) (JAN 2003)
- (10) [Clause 7-135, Payments](#) (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- (11) [Clause 7-140, Discounts for Prompt Payment](#) (JAN 2003)
- (12) [Clause 7-150, Extras](#) (JAN 2003)
- (13) [Clause 7-185, Changes](#) (JAN 2003)
- (14) [Clause 7-200, Judiciary Delay of Work](#) (JAN 2003) (Applies for products and fixed-price services.)
- (15) [Clause 7-210, Payment for Emergency Closures](#) (AUG 2004)
- (16) [Clause 7-235, Disputes](#) (JAN 2003)
- (c) The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:
  - (1) [Clause B-20, Computer Generated Forms](#) (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
  - (2) [Clause 6-60, Rights in Data - General](#) (AUG 2010) (Applies if data will be produced, furnished, or acquired under the purchase order.)
  - (3) [Clause 7-145, Government Purchase Card](#) (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
  - (4) [Clause 2-115, Terms for Commercial Advance Payment of Purchases](#) (OCT 2006) (Applies if advance payment will be authorized.)
  - (5) [Clause 2-115, Alt I](#) (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)
  - (6) The following apply to products only:
    - a) [Clause 2-25A, Delivery Terms and Contractor's Responsibilities](#) (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
    - b) [Clause 2-45, Packaging and Marking](#) (AUG 2004) (Applies to fixed-price products or for a service involving furnishing of products.)

- c) [Clause 3-155, Walsh-Healey Public Contracts Act](#) (JAN 2003) (Applies to product procurements over \$10,000 for manufacturing or furnishing products.)

(7) The following apply to services only:

- a) [Clause 1-1, Employment by the Government](#) (JAN 2003)
- b) [Clause 1-5, Conflict of Interest](#) (AUG 2004)
- c) [Clause 3-160, Service Contract Act of 1965, as amended](#) (JAN 2003) (Applies if the purchase order amount is over \$2,500 and will require the use of service employees.)
- d) [Clause 7-40, Judiciary-Contractor Relationship](#) (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
- e) [Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation](#) (JAN 2003) (Applies when services are performed at a judiciary installation.)
- f) [Clause 7-205, Payment for Judiciary Holidays](#) (JAN 2003) (Applies to time-and-materials or labor-hour contracts.)

(d) Inspection/Acceptance

The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise its post-acceptance rights:

- (1) within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable Delays

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the

contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) Termination for the Judiciary's Convenience

The judiciary reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for Cause

The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty

The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(end)

The attached Service Contract Act Wage Determination is incorporated and applies to any award made under this solicitation.

## Submission of Quotations

A minimum of three (3) past performance references must be provided with the quotation, including the customer name, point of contact, telephone, and when the work was performed. A

completed copy of the following representation must also be provided with the quotation.

**Provision 3-5, Taxpayer Identification (AUG 2010)**

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

“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) through (f) 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 [6050M](#), 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) Common Parent

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End)

## Evaluation of Quotes

Award will be made on an all or none basis, to the offeror who offers the best value to the judiciary, based upon past performance and cost. Offerors may contact the contracting officer to schedule a site visit and a jpeg file of the furniture will be provided upon request.

<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES	
1. REQUEST NO. <b>USDCMA-1008-REF</b>	2. DATE ISSUED <b>08/16/2010</b>	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY <b>U.S. District Court, District of Massachusetts, Boston, MA</b>			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
<b>Douglas Holmes</b>		AREA CODE	NUMBER	9. DESTINATION	
		<b>617</b>	<b>748-9079</b>	a. NAME OF CONSIGNEE	
8. TO:			<b>U.S. District Court</b>		
a. NAME	b. COMPANY		b. STREET ADDRESS		
			<b>1 Courthouse Way, Suite 2300</b>		
c. STREET ADDRESS			c. CITY		
			<b>Boston</b>		
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
			<b>MA</b>	<b>02210</b>	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Refinish courthouse furniture (158 pieces)	1	job		0.00
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
					NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER