

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA
OFFICE OF THE CLERK
www.ned.uscourts.gov

July, 2010

Re: Wood refinishing project

To whom this may concern:

The United States District Court is requesting proposals to refinish woodwork in one of our courtrooms located in Lincoln, NE. This project will be competitively bid among several vendors.

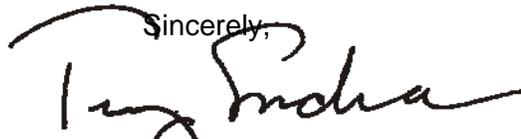
Proposals may be mailed, faxed, delivered, or e-mailed to the contact listed below by 4:30 pm CST July 30, 2010. Any proposal received after the listed date and time will not be considered.

Terry Smedra - Contracting Officer
U.S. District Court, c/o Admin Services
111 South 18th Plaza, Suite 1152
Omaha, Nebraska 68102-1322
(402) 661-7367, (402) 661-7387 fax
terry_smedra@ned.uscourts.gov

or

Stacy Felker - Space & Facilities
U.S. District Court, c/o Admin Services
111 South 18th Plaza, Suite 1152
Omaha, Nebraska 68102-1322
(402) 661-7354, (402) 661-7387 fax
stacy_felker@ned.uscourts.gov

All questions must be submitted by email to the above email address.

Sincerely,

Terry Smedra
Contracting Officer

Enclosures (1)

Request for Quote - Cyclical Maintenance Projects
U.S. District Court for the District of Nebraska
Courtroom Woodwork Refinishing Project

1. Parties.

- a. Contractor. The “contractor” includes the contractor, the contractor’s employees, any subcontractor/supplier, or subcontractor’s/supplier’s employees 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 of the United States District Court for the District of Nebraska: the district court clerk’s office, the pretrial services office, and the probation office. Court projects may also include shared projects between the district court agencies and the bankruptcy court.
- c. General Services Administration (GSA). GSA is an independent federal government agency that leases space to other federal government agencies, including the court.

2. Statement of Work.

The contractor is responsible for and provides all labor, supervision, materials, and equipment necessary to strip and refinish the wood work in Courtroom 2. All nicks, gouges, or scratches shall be patched and repaired.

Contractor will be responsible to strip and refinish all wood items in the courtroom. The only items not being refinished in the courtroom are the freestanding desk in front of the judge’s bench, the wood counsel tables and the wood Marshal’s table. All stain must match color determined by the court. In addition, all wood, regardless of the various wood species, shall match the approved color.

Prep the metal supports on the spectator benches and the metal foot rails by sanding and priming as needed. Apply one coat of oil base enamel.

Paint the interior of the jury box walls, interior of witness box walls, area above the baseboard and between each panel on the walls. All areas shall be prepped by sanding and filling in any holes, gouges or scratches. Apply two coats of eggshell latex enamel. Apply one coat of flat latex paint to the outside portion of the ceiling that is affected by the work on the paneled walls.

Contractor will be responsible to clean the courtroom at the end of each night.

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All work shall be completed after regular business hours between 5:00 p.m. - 11:00 p.m. Monday - Friday.

3. Location and Court Point of Contacts.

Location(s) are shown within the attached building drawings (if applicable). All colors, styles, and finishes will be determined at the pre-start meeting. Work will be performed in Courtroom 2 at the Robert V. Denney Federal Building, 100 Centennial Mall North, Lincoln, NE 68508.

The court's point of contacts (POC): Stacy Felker (402.661.7354) and Heather Saxman (402.661.7396)

4. Pre-Bid Tours. A pre-bid tour of the space is required prior to any bid being accepted. Requests for a pre-bid tour of the space should be coordinated with the court's POC's.

5. Basis of Award. Offers are evaluated based on price. Award 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.

6. Security Clearance. All employees working on the project must undergo a background check. The court will provide the contractor with the *Department of Justice's Contractor Security Background Data Information Form*. The contractor must submit the completed form to the court's contracting officer (CO) within five days of the date the contract is awarded.

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

8. 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

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adequate for the job being performed.

- d. The contractor must report any accidents which occur on the job site to the court and GSA.

9. Insurance Certificate. Contractor chosen to complete this work must submit an acceptable insurance certificate, naming GSA as the insured party. The court shall provide the contractor with an example of how the insurance certificate should read. The following insurance coverage is required by Federal Acquisition Regulation (FAR) 28.307-2:

- a. 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 (see 28.305(c)).

- b. General liability.

- 1) The CO will require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- 2) The CO will require property damage liability insurance of at least \$50,000 per occurrence.

10. 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 persons/parties 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 exception of the contractor's

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record copy.

11. 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 POC of any conditions that might prevent the performance of these requirements.

12. Supplies, Materials, and Equipment.

- 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, nor any other part of the building, its contents, or equipment.
- b. The POC 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 and GSA.

13. Workmanship.

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

14. Clean-Up.

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- a. The contractor must remove all debris generated in the performance of this contract on a daily basis. The contractor may not use the dumpsters or trash receptacles within the building. The contractor will inform the POC prior to ordering a dumpster. Any cost associated with ordering a dumpster for this project shall be paid for 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.

15. 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 30 days after post award 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.

16. Taxes. The contractor is responsible for taxes on all materials and labor associated with this contract.

17. Invoices. For payment purposes, the contractor must mark the final invoice for payment as "Final Invoice for Payment."

18. 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 of the terms and conditions listed below. The following clauses and provisions are outlined in the Judiciary's Procurement Program Procedures (JP3) manual.
<http://www.uscourts.gov/procurement/clauses.htm>

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- a. **Clause 2-20B - Contractor Warranty**
- b. **Clause 2-20C - Warranty of Services**
- c. **Clause 3-3 - Provisions, Clauses, Terms and Conditions - Small Purchases (JAN 2010)**
- d. **Clause 3-160, Service Contract Act of 1965, as Amended**

(In accordance with the Department of Labor Web Site, the minimum wage for this service is \$15.57)