



CAROL L. MICHEL
CLERK OF COURT

**SHARED ADMINISTRATIVE SERVICES
U.S. DISTRICT COURT & U.S. PROBATION OFFICE
EASTERN DISTRICT OF LOUISIANA
500 POYDRAS STREET
ROOM B-208
NEW ORLEANS, LA 70130**



VERONICA RAMIREZ
CHIEF PROBATION OFFICER

Request for Quotation

RFQ Number: LAEDCLERK21-0015 Chair Reupholstery
Request Date: September 20, 2021

Special Notes:

This is a request for **Open Market Pricing**.

Submit a technical proposal describing your approach and project management in accordance with the attached statement of work.

A fixed price award from this RFQ will be made based the lowest priced, technically acceptable bid. Past performance under similar contracts will be used to assist in technical acceptability. Quotes are due by 12:00 P.M. CST on Tuesday, September 28th, 2021.

Quotes and questions concerning this RFQ should be addressed to Michael Foto at

U.S. District Court – EDLA
Shared Administrative Services
500 Poydras Street, Room B-208
New Orleans, LA 70130
P: 504-589-7661
F: 504-589-7522
E: Michael_Foto@laed.uscourts.gov

Sincerely,

Michael Foto
Contracting Officer

Attachment

STATEMENT OF WORK (SOW)

The U.S. District Court, Eastern District of Louisiana, is seeking price quotes to reupholster approximately (137) rotary, straight legged, and jury box chairs. Most of the existing chairs are covered in leather and fabric with welting. Wood is exposed along the arms and legs of most chairs. Chairs are to be reupholstered in high grade, faux leather. Colors are to be determined upon award. Chairs are to be reupholstered in existing executive style. All chairs will be recovered with a leather back and leather seat. Vendors must quote cost per chair, including all materials, labor, pick-up, delivery, and installation.

I. EXISTING CHAIRS:

The following is a list of chairs to be recovered:

ROTARY BASED CHAIRS: (76) Leather Back with Fabric or Leather Seats with upholstered arms

STRAIGHT LEGGED CHAIRS: (19) Leather Back with Leather Seat with wood exposed arms

JURY BOX CHAIRS: (42) Leather Back with Fabric Seat with upholstered arms

The final upholstery selection for each chair has not been determined but all chairs will be recovered with a faux leather seat and back. **Quotes are to be provided based on the FINISHED or FINAL product. SEE QUOTE RESPONSE FORM.**

II. SPECIFICATIONS:

UPHOLSTERY, DURABILITY, & FLAMMABILITY REQUIREMENTS

Fabric should meet the specifications of the Neochrome III line by Naugahyde or equivalent (faux-leather, vinyl on jersey knit, abrasion resistance of 250,000 double rubs; 37 oz. weight per linear yard; appropriate for automotive, marine, and corporate settings;

All chairs are finished with a decorative, 100% brass, french-natural, (head-to-head) nailhead trim.

Tack strips are not acceptable.

All upholstery, covered materials, welts, interior fabrics, and padding shall meet FMVSS 302, California Flammability Regulation (Bulletin 117, Section E), UFAC Class 1, BIFMA Class A.

ALL FAUX LEATHER SAMPLES MUST BE SUBMITTED WITH QUOTE.

FILLING AND UPHOLSTERY

Most of the chairs being re-upholstered are over thirty years old. Therefore, replacement of the interior filling and padding may be necessary. Additional filling and/or batting may be necessary for comfort, firmness, and final appearance. Hollows, voids, flat or hard spots are not acceptable. Filling and padding should not shift in use. Spring system in seat and back must be checked for looseness and must be securely attached to the seat frame. They must be firm and not “bottom out” with an adequate “ride” and crown. Covers shall be tailored, neat, and tight, free from wrinkles and bulges. Seams will have no raw edges, runoffs, broken or skipped stitches, twist pleats, or puckers. Acceptable thread tension is required so there will be no looped stitches, puckering material, or cracking when cover is stretched. Welts must lie straight and uniform. Covers must be attached with staples, and all seat bottoms must be covered in cambric. Upholstery nails to be almost overlapping. Back of chair must be moderately firm and upholstered arms must be evenly padded. If arm stump is loose or removed, it must be securely re-attached to the seat rail.

WORKMANSHIP

A high degree of craftsmanship shall be exercised in order to produce chairs suitable for an executive office or courtroom. Re-upholstering shall be in strict accordance with the requirements of this specification.

III. PICK-UP, INSTALLATION, AND DELIVERY:

Chairs may be picked up in multiple sets. The chairs are in several locations in the courthouse. Pick-up and delivery must be coordinated with the court, no later than 72 hours before arrival. Chairs are to be done in three phases; each phase includes approximately 1/3 of each chair type.

The initial phase of chairs must be picked-up from the courthouse by September 30th.

Please note the U.S. District Court loading dock is accessible for a single-use vehicle, not to exceed 20' in length. The loading dock hours are as follows:

8:30 A.M. – 3:00 P.M. Monday – Friday
LOADING DOCK IS CLOSED FROM 12:30PM TO 1:30PM

IV. QUOTES:

Photographs of the different chair types have been included with this solicitation to assist vendors in providing quotes.

Vendors must quote cost PER CHAIR including all materials, labor, pick-up, delivery, and installation. The final number of chairs may be slightly lower or slightly higher than the estimate, based on availability of funding.

QUOTES ARE ALL INCLUSIVE FIRM FIXED PRICE. No additional cost may be added once the contract has been awarded.

All quotes submitted must use the included form. All quotes, including the fabric and faux leather samples must be received by 12:00PM on Tuesday, September 28th, 2021. Quotes may be emailed to Michael_Foto@laed.uscourts.gov.

In addition, fabric and leather samples may be mailed to the following address:

U.S. District Court, Eastern District of Louisiana
500 Poydras St. Room B-208
New Orleans, LA 70130

All questions should be directed to Michael Foto at Michael_Foto@laed.uscourts.gov or (504) 589-7661.

V. PAYMENT:

Payment will be made via ACH or check within (30) days following the completion of the project to the Court's specifications and upon submission of a valid invoice. Under no circumstances will payment be made prior to completion or C.O.D. Payment may be submitted for each phase upon its completion.

VI. BASIS FOR AWARD:

The government will award to the vendor whose quote provides the lowest priced, technically acceptable offer to

the Court, and has met the criteria in the specifications listed above.

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 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
 Clause 3-160 Service Contract Labor Standards (MAR 2019)

3. Incorporation of Department of Labor Wage Rate Determination

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)

Additional Solicitation Provisions

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

The judiciary plans to award a firm-fixed 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)

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) *Contractor 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 subcontractor in the case of an exempt subcontractor) 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 contractor; 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 subcontractor 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 subcontractor 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 subcontractor 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.

(end)

United States District Court
 Eastern District of Louisiana
 Shared Administrative Services
 500 Poydras Street, Room B-208
 New Orleans, LA 70130

Request for Price Quote # 21-0015

Company Name: _____

Phone # _____

Address: _____

Contact: _____

Cost per chair includes all materials, labor, pick-up, delivery and installation. **QUOTES ARE ALL INCLUSIVE FIRM FIXED PRICE.** No additional cost will be added once the contract has been awarded.

FINISHED CHAIR DESCRIPTION	QUOTE FOR FINISHED CHAIR	APPROX # OF CHAIRS	TOTAL
<p>Rotary base chair with faux <u>leather</u> back and seat. Faux leather upholstered arms with nailhead trip and welting.</p>	\$ _____ / CHAIR	X	76 = \$ _____
<p>Straight leg chair with faux <u>leather</u> back and seat. Wood arms with nailhead trim and welting.</p>	\$ _____ / CHAIR	X	19 = \$ _____
<p>Jury box chair with faux <u>leather</u> back and seat. Faux leather upholstered arms with nailhead trim and welting.</p>	\$ _____ / CHAIR	X	42 = \$ _____

 Signature of Authorizing Official

TOTAL \$ _____