

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ALABAMA  
155 St. Joseph Street  
MOBILE, AL 36602**

**CHRISTOPHER EKMAN  
CLERK**

**(251) 690-2371**

**Request for Quotation**

RFQ Number: 24-0903

Quotes due no later than: September 26, 2024, at 12:00 pm CST

Provide quotes to: Samantha Lyles at [Samantha\\_lyles@alsd.uscourts.gov](mailto:Samantha_lyles@alsd.uscourts.gov) and  
Pat Shubird at [Pat\\_shubird@alsd.uscourts.gov](mailto:Pat_shubird@alsd.uscourts.gov)

The U.S. District Court, Southern District of Alabama, located at 155 Saint Joseph Street, Mobile, Alabama, has a need for executive-level furniture for our Clerk's office. This is a GSA Contract pricing solicitation, The U.S. District Court, Southern District of Alabama intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price** and **F.O.B. Destination**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

Using the quote sheet provided herein, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.

Delivery will be required within 120 days of receipt of order and will be made to U.S. District Court, Southern District of Alabama, 1<sup>st</sup> Floor, 155 Saint Joseph Street, Mobile, Alabama 36602.

The following is a list of deliverables needed to successfully complete this project.

1. Primary Desk Setup:

- a. A primary desk with left-hand storage and grommet, approximately 36"D x 84"W, comparable to Kimball International Tessera line with black trim and gray finish, or equal
- b. An electronically height adjustable table, approximately 24"D x 60"W, comparable to Kimball International Tessera line with black trim and gray finish, or equal

## 2. Rear Storage Credenza

- a. Credenza with three lateral file cabinets, approximately 24"D x 90"W, comparable to Kimball International Tessera line with black trim and gray finish, or equal

## 3. Credenza with Upper Glass Hutch

- a. Credenza with full front BBF, approximately 24"D x 72"W, comparable to Kimball International Tessera line with black trim and gray finish, or equal
- b. Qty 2 bookcases with double clear glass doors, approximately 36"W x 50"H, comparable to Kimball International Waveworks line, with black trim and gray finish, or equal

## 4. Meeting Table

- a. Work table, counter height with center power, approximately 36"D x 72"W, comparable to Kimball International Strassa line in complimentary gray finish with black trim to primary desk, or equal.
- b. Table should not be more than 32" tall with a rounded finish at one end for hybrid team meetings. Table can be free standing and should support collaboration such as:



## 5. Meeting Chairs

- a. Qty 5 counter height stools with stationary base/legs, upholstered back, 4-prong metal base in black, with complimentary gray finish fabric seating.

6. Guest Chairs

- a. Qty 2 lounge-style upholstered guest chairs, mid-back, in Elm Charcoal or comparable with black base, comparable to Behl Lounge Chair, or equal

It is the desire of the Court that all furniture be of a matching or complimentary finish and fabric. Please provide product specifications (cut sheets) and color selections with your submittal. Installation and assembly services will be required. All items must be delivered and installed at the same time. In order to be considered technically acceptable, items must be comparable in design quality as those specified above. There is a 1" – 2.5" dimension variance included for comparable furniture line selections. It is expected that the award-winning vendor will provide a design layout of the selections in the space prior to final order being placed.

Final determination of satisfaction of contract will be at the sole determination of the Contracting Officer.

Sincerely,

A handwritten signature in black ink, appearing to read 'Samantha Lyles', written in a cursive style.

Samantha Lyles,  
Contracting Officer

## Quote Sheet for RFQ # 24-0903

### Instructions for Quoter:

Provide the information requested here and below at Provision 3-5 and Clause 7-10:

<b>Company name:</b>	
<b>GSA Contract number:</b>	
<b>DUNS number or UEI:</b>	
<b>Discount terms, if other than Net 30:</b>	

### Instructions for Quoter:

Fill in the unit price and extended price for each item.

Fill in the grand total amount.

Add or delete line items below as needed. For each line item used, insert a description, required quantity, and unit of issue (e.g., EA). Quantity and Unit of Issue should normally mirror what is expected for invoicing.

Item	Description	Qty	Unit of Issue	Unit Price (\$)	Extended Price (\$)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

<b>GRAND TOTAL:</b>	\$
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## TERMS AND CONDITIONS

The following judiciary terms and conditions are also incorporated into this request and will be included in the resulting order.

### SOLICITATION PROVISIONS

#### Provision 2-105, Economic Purchase Quantity – Products (JAN 2003)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of products on which offers or quotes are requested in this solicitation is (are) economically advantageous to the judiciary.

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(b) Each offeror who believes that procurements in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price shall be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror's Recommendations			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid procurements in disadvantageous quantities and to assist the judiciary in developing a database for future procurements of these items. However, the judiciary reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the judiciary's requirements indicate that different quantities shall be acquired.

### **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 Owned
  - ☐ Hispanic American Owned
  - ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - ☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, 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 Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
  - ☐ Individual/concern, other than one of the preceding.

**Provision 3-195, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification (MAR 2019)**

(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 Labor Standards](#), 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 Labor Standards 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 Labor Standards 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.

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

The judiciary plans to award a firm-fixed-price 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.

#### **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>.

The following provisions marked with an ‘X’ are incorporated by reference:

X	2-15	Warranty Information (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)



X	2-100	Brand Name or Equal (APR 2013)
X	3-300	Registration in the System for Award Management (SAM) (OCT 2023)
X	3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)
X	7-60	Judiciary-Furnished Property or Services (JAN 2003)

## CONTRACT CLAUSES

Applicable to both the solicitation and contract

### Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

**Name:**

**Address:**

**Telephone:**

**E-mail:**

**Fax:**

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

### Clause 2-30A, Time of Delivery (APR 2013)

(a) The judiciary requires all items to be delivered by no later than **January 20, 2025**. The offeror proposes delivery of all items by no later than \_\_\_\_\_.

(b) The judiciary will evaluate equally, as regards time of delivery, offers that propose delivery within the period specified above. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(c) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

### 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>.

The following clauses marked with an 'X' are incorporated by reference:

X	1-1	Employment by the Government (JAN 2003)
X	1-5	Conflict of Interest (AUG 2004)
X	1-15	Disclosure of Contractor Information to the Public (AUG 2004)
X	2-20A	Incorporation of Warranty (JAN 2003)
	2-20B	Contractor Warranty (Products) (JAN 2010)
X	2-25A	Delivery Terms and Contractor's Responsibilities (JAN 2003)
X	2-35	F.O.B. Destination, Within Judiciary's Premises (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
X	2-45	Packaging and Marketing (AUG 2004)

	2-55	Privacy or Security of Safeguards (JAN 2003)
X	2-60	Stop-Work Order (JAN 2010)
	2-90A	Option for Increased Quantity (APR 2013)
	2-90B	Option for Increased Quantity – Separately Priced Line Item (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-95	Material Requirements (JAN 2003)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
X	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
X	4-5	Ordering (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-85	Commercial Computer Software License (APR 2013)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
X	7-30	Public Use of the Name of the Federal Judiciary (JUN 2014)
X	7-35	Disclosure or Use of Information (APR 2013)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
X	7-85	Examination of Records (JAN 2003)
X	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
X	7-125	Invoices (2011)
X	7-130	Interest (Prompt Payment) (JAN 2003)
X	7-135	Payments (APR 2013)
X	7-140	Discounts for Prompt Payment (JAN 2003)
X	7-150	Extras (Jan 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-185	Changes (APR 2013)
X	7-200	Judiciary Delay of Work (JAN 2003)

X	7-210	Payment for Emergency Closures (APR 2013)
X	7-215	Notification of Ownership Changes (JAN 2003)
X	7-235	Disputes (JAN 2003)