

Request for Quotations

RFQ number: **ALND25-007**

Quotes due no later than: 12:00 p.m. CST, May 16, 2025

Provide Quotes via sealed envelope to:

Hugo L. Black U.S. Courthouse
1729 5th Avenue North
Birmingham, Alabama 35203

Questions can be directed to Andrea Southern at andrea_southern@alnd.uscourts.gov.

As published in an Invitation for Bids, dated April 28, 2025, the U.S. District Court for the Northern District of Alabama (ALND) requests open market quotes to assist as a construction administration consultant for the first three months of a courthouse construction project in Birmingham, Alabama. This award will likely include monthly extensions beyond the initial term through substantial completion and to oversee punch list and warranty items that remain. Bidders must submit SEALED bids to the address above by noon on May 16, 2025.

The primary requirements are as follows:

- Requests for Information (RFI) Response:
 - Process questions from the General Contractor (GC) awarded the construction contract to provide clarification of the contract requirements.
- Submittal Reviews:
 - Process submittals, shop drawings, equipment lists, material samples, certifications, test data, schedules, warranties, similar materials, record documents, and as-built drawings submitted by the GC for approval.
 - Maintain a submittal log showing dates of receipt, approvals, and other actions taken.
 - Provide written action recommendations on all submittals and ensure ALND is updated regularly on submittal timelines, project progress, and issues that may impact workmanship or the substantial completion timeline.
 - Fire protection submittal reviews, inspection, and testing must be coordinated with the General Services Administration.
- As-Built Drawings
 - Provide ALND a final electronic copy of drawings reflecting as-built conditions within three (3) months of construction substantial completion.
- Site Visits and Punch List
 - Consultant must complete a total of three (3) site visits to observe construction and related activities performed by the GC; once during mobilization, once mid-way through construction completion, and once to assist in developing a punch list.
- Required Meetings:
 - Attend bi-weekly one-hour, remote progress meetings, as necessary.
- Perform other related duties, as required to accomplish the above.

Final Construction Documents set the framework and general scope of work for the underlying construction project for which the construction consultancy is needed. Due to the sensitivity of courthouse drawings and the Court's strict security standards, the Final Construction Documents are not included with this Request for Quotation. The Final Construction Documents will be provided to all potential bidders, upon request.

All bidders may request a site visit and will be accommodated.

General Quotation Submission Instructions:

Mail your quote, including the Quote Sheet provided, for arrival no later than the date and time specified above. Late quotes will not be considered unless the Judiciary, in its own discretion, determines that considering a late quote is in the Judiciary's best interest and will not result in undue delay.

Additional Technical Quotation Submission Requirements:

Team Leader. Bidders shall identify a Team Leader to be reasonably available throughout the period of performance to discuss ongoing construction and submittal concerns. The Bidder must identify in its submission the name of the Team Leader and the amount of state or federal government experience of that individual. Failure to provide this information may result in a quotation being determined technically unacceptable.

STANDARD FORM (SF) 330. Bidders shall provide a completed SF 330 with their Quote Sheet at the time of Bid. The SF 330 is required to demonstrate competence and qualifications of prospective contractors to perform the services at fair and reasonable prices. The SF 330 can be found at <https://www.gsa.gov/reference/forms/architectengineer-qualifications>, and failure to provide this information will result in a quotation being determined technically unacceptable.

Bid Evaluation:

The U.S. District Court for the Northern District of Alabama intends to make an award based on the **lowest priced, technically acceptable** quote.

Technical Evaluation:

Technical acceptability will include an assessment of each bidder's ability to meet the primary requirements listed above, additional information detailed in the Additional Technical Quotation Submission Requirements, and an evaluation by an architect-engineer evaluation board.

The architect-engineer evaluation board will evaluate each potential contractor based on the following criteria:

- 1) professional qualifications necessary for satisfactory performance;
- 2) specialized experience and technical competence, including prior government contract experience and familiarity with the General Services Administration;

- 3) capacity to accomplish the work in the required time;
- 4) past performance on contracts with the Judiciary, other governmental entities, and/or private industry; and
- 5) acceptability under other appropriate evaluation criteria.

Price Evaluation:

All labor, equipment, materials, disposal, travel, installation, and any additional, distinct costs should be itemized on the Quote Sheet. Add additional rows, as needed. Payment terms will be considered **Net 30** unless more favorable terms are offered. The Contracting Officer will evaluate itemized pricing for fairness and reasonableness.

The initial period of performance for this construction consultancy is June 16 through September 19, 2025, with the possibility of extension through construction completion.

The place of performance will be the **Hugo L. Black U.S. Courthouse, 1729 5th Avenue North, Birmingham, Alabama 35203.**

Sincerely,

Andrea Southern
Procurement Specialist

Quote Sheet for RFQ ALND25-007

Instructions for Quoter:

Provide the information requested here and below at Clause 7-10

Company name:	
DUNS number or UEI:	
Discount terms, if other than Net 30:	

Instructions for Quoter:

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

Fill in the grand total amount.

Item	Description	Qty	Unit of Issue	Unit Price (\$)	Extended Price (\$)
1	Labor				
2	Equipment				
3	Materials				
4	Travel				
5					
6					

GRAND TOTAL:	\$
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TERMS AND CONDITIONS

In addition to the terms and conditions in the base contract, to the extent that the contract allows, the following judiciary terms and conditions are also incorporated into this request and will be included in the resulting order.

SOLICITATION PROVISIONS

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.
(end)

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)

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

	2-15	Warranty Information (JAN 2003)
	2-70	Site Visit (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)
	3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

CONTRACT/ORDER CLAUSES

Applicable to both the solicitation and contract/order

Clause 2-20-C, Warranty of Services (JAN 2003)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period of time in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the judiciary"; within 1000 hours of use by the judiciary;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice will state either

(1) that the contractor shall correct or re-perform any defective or nonconforming services;
or

(2) that the judiciary does not require correction or re-performance.

(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

(d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

(end)

Clause 6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(end)

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.

(end)

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)

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

	2-5B	Inspection of Services (APR 2013)
	2-20A	Incorporation of Warranty (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-50	Continuity of Services (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-115	Alternate I (OCT 2006)
	2-125	Security for Advance Payment (APR 2013)
	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)
	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (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)
	6-90	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)
	7-45	Travel (APR 2013)
	7-55	Contractor Use of Judiciary Networks (JUN 2014)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-165	Penalties for Unallowable Costs (JUN 2012)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)