

*United States District Court  
Southern District of Florida*

***Request for Quotation***

**RFQ Number/Name:** PR2025/00032 – MIA DSL WDF Chambers 12-3 Cyclical Maintenance  
**Request Date:** June 30, 2025

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To:

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**Special Notes:**

The United States District Court for the Southern District of Florida is seeking a contractor to install government provided carpet, paint, and provide & install VCT floor in Chambers 12-3 in the Wilkie D. Ferguson Courthouse located at 400 North Miami Avenue, Miami, FL 33128 as described in Section C (Specifications/Statement of Work) of this solicitation and in the attached Floor Plan.

**Site Visit:** Tuesday July 8, 2025 at 2:00pm

**Questions Due Date:** Thursday July 10, 2025 at 2:00pm

**Proposal Due Date:** Tuesday July 15, 2025 at 2:00pm

**Work Schedule:** Schedule to be determined after award of contract.

**Questions:** Vendors must submit all questions in writing to the Contracting Officer Representative (COR) via email. Answers to all questions submitted will be provided in writing to all vendors on the bidder's list for this acquisition.

This is a request for **Open Market Pricing**. A fixed price award will be made from this RFQ based on the lowest priced, technically acceptable offer.

The Contracting Officer (CO) is:

Luis Perez-Nelson  
Phone: (305) 523-5648  
Email: [luis\\_perez-nelson@flsd.uscourts.gov](mailto:luis_perez-nelson@flsd.uscourts.gov)

The Contracting Officer's Representative (COR) is:

Jose M. Sampedro  
Phone: (305) 523-5092  
Email: [jose\\_m\\_sampedro@flsd.uscourts.gov](mailto:jose_m_sampedro@flsd.uscourts.gov)

Quotes and questions concerning this RFQ must be e-mailed to the Contracting Officer's Representative (COR):

Jose M. Sampedro, Architect/Space Planner  
United States District Court  
400 North Miami Avenue  
Miami, FL 33138  
Phone: (305) 523-5092  
Email: [jose\\_m\\_sampedro@flsd.uscourts.gov](mailto:jose_m_sampedro@flsd.uscourts.gov)

## SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

### B.1. Firm Fixed Price

The firm fixed price for this contract shall be \$\_\_\_\_\_. This is the total firm fixed price to be paid to the contractor for providing carpet and paint work as included in Section C Statement of Work (SOW).

Description	Price
Carpet - See Statement of Work C.2.2	\$
Paint/Wall Finishes - See Statement of Work C.2.3	\$
LVT Floor - See Statement of Work, C.2.4 LVT Floor	\$
Woodwork – See Statement of Work C.2.4	\$
Miscellaneous (including demolition)	\$
<b>Total</b>	<b>\$</b>

## **SECTION C – SPECIFICATIONS / STATEMENT OF WORK**

### **C.1 Background**

The U.S. District Court will be undergoing alterations to the chambers of U.S. District Chambers 12-3 on the 12th floor of the above referenced building. All the work described herein shall comply with the U.S. Courts Design Guide, PQ 100, and the latest requirements of the State or local Environmental Codes, National Fire Protection Association, the National Electrical Code and the most restrictive of all applicable Federal, State and/or local Codes.

### **C.2 Statement of Work**

#### **C.2.1 Sitework/General**

1. Demolition will include but is not limited to the removal of existing carpet, padding, ceramic tile galley floor and work room bookcases and cabinets as shown on the floor plan dated May 2, 2025.
2. Protect all existing construction to remain that will be affected by the new construction, including but not limited to wall, ceiling, floor finishes, millwork, infrastructure, mechanical, electrical, plumbing, etc.
3. Move existing furniture, etc. as required for carpet removal, installation and any other work. Move/reinstall furniture back in place after installation is completed.
4. Site is to be kept clean daily. Debris removal is to be coordinated with the GSA/ U.S. Marshal's Service.
5. Any use of dumpsters placed on the exterior of the building is restricted and subject to approval of the U.S. Marshal's Service.
6. All personnel on site will be subject to a security background check as per USMS and GSA
7. Delivery of supplies and materials to the site needs to be coordinated with the GSA/ U.S. Marshal's Service 48 hours in advance of receipt.
8. Any damage done to existing construction and/or finishes we be repaired at no cost to the government.

#### **C.2.2 Carpet**

1. Install Government supplied carpet and padding. Carpet to be synthetic, commercial grade carpet equal or similar to Mohawk Must Have BC287 with attached padding.

#### **C.2.3 Painting/Wall Finishes**

1. All existing painted wall surfaces throughout chambers including Staff Toilet 12N54 and Judge's Toilet 12N63 to be painted.
2. Drywall surfaces behind bookcases and cabinets being removed to be patched as required and painted with one coat of latex primer and two coats minimum of latex paint. Existing walls shall be patched as required and painted with two coats of latex paint.
3. All paint used shall be zero VOC emissions latex paint. Color to be as selected by U.S. District Court.

#### **C.2.4 Luxury Vinyl Tile Floor (LVT)**

1. Provide and install wood look luxury vinyl tile (LVT) in Galley area as shown in attached drawing. LVT to be Native Origins Shaw Hard Surface or equal. Color to be selected by U.S. District Court.
2. Prepare floor surface as required to receive new LVT floor.
3. Provide metal or wood reducing strip at intersection of the new LVT floor and carpet.

### **C.2.5 Woodwork**

1. Provide and install wood base to match existing at walls where bookcases or other built-in cabinets are removed.
2. Provide square shoe molding at existing wood base and galley cabinets as required in areas receiving new LVT floor.

### **C.2.5 Period of Performance**

The period of performance will start no later than **9/15//2025** and will end no later than **11/17/2025**. No work is to proceed prior to issuance of a signed purchase order by the Contracting Officer.

### **C.2.6 Contractor Security Clearance**

All contractor's employees assigned to work at the Court for the term of the contract must have an approved background investigation completed. The contractor shall submit a completed Background Investigation Form (to be provided by the Contracting Officer) for each employee who will be assigned to work at the Court. Each employee will be required to schedule an appointment to have their fingerprints taken at Wilkie D. Ferguson U.S. Courthouse 400 North Miami Ave Miami, FL 33128. More information will be available upon issuance of an award.

## **SECTION D – PACKAGING AND MARKING**

### **D.1 Clauses Incorporated by Reference**

There are no clauses for section D.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 Clauses Incorporated by Reference**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-5B	Inspection of Services	APR 2013

## **SECTION F – DELIVERIES AND PERFORMANCE**

### **F.1 Clauses Incorporated by Reference**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-30A	Time of Delivery	APR 2013
2-35	F.O.B. Destination, Within Judiciary's Premises	JAN 2003
2-60	Stop-Work Order	JAN 2010
2-75	Liquidated Damages	JAN 2003
5-75	Suspensions and Delays	JAN 2003
7-200	Judiciary Delay of Work	JAN 2003

## **F.2 Security Requirements**

Within five (5) business days after award, the contractor shall submit to the Court, for the purpose of background checks and preparation of identification cards, certain information regarding each employee who will be assigned to work at the Courthouse. This information shall include full legal name, date of birth, place of birth, current address, and social security number.

## **F.3 Access to Site**

The rooms identified in section C.2.1 will be available daily during the installation period from 8:00 am to 5:00p.m., Monday through Friday. Afterhours access, if needed, to be discussed with the Court, but should not be relied upon nor expected for installation deadline compliance.

## **F.4 Delivery Schedule and Location**

Installation must be completed no later than 11/17/2025. Location as described in section C.2.1.

## **F.5 Deliverables**

Upon substantial completion of the project, Contractor must schedule a walk-thru with the Contracting Officer's Representative (COR) for final acceptance.

# **SECTION G – CONTRACT ADMINISTRATION DATA**

## **G.1 Clauses Incorporated by Reference**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
2-120	Submission of Invoices	OCT 2006
3-305	Payment by Electronic Funds Transfer-System for Award management (SAM) Registration	APT 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

## **G.2 Clauses Included in Full Text**

### **CLAUSE 6-20, INSURANCE – WORK ON OR WITHIN 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 the 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.

#### **CLAUSE 7-10, CONTRACTOR REPRESENTATIVE (JAN 2003)**

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

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone: \_\_\_\_\_
4. E-mail: \_\_\_\_\_
5. Fax: \_\_\_\_\_

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.

### **G.3 Contracting Officer Information**

All contractual administration will be carried out by the United States District Court's Contracting Officer (CO). Communications pertaining to contract administration matters will be addressed to the Contracting Officer at the address below. No changes in or deviations from the scope of work shall be affected without a contract modification executed by the contracting officer authorizing such changes.

Contracting Officer: Luis Perez-Nelson

Address: Wilkie D. Ferguson U.S. Courthouse 400 North Miami Ave Miami, FL 33128

Telephone: 305-523-5648

E-mail: [Luis\\_Perez\\_Nelson@flsd.uscourts.gov](mailto:Luis_Perez_Nelson@flsd.uscourts.gov)

### **G.4 Invoices**

Original invoices and all supporting documentation will be submitted electronically within 30 days of contract performance to: [FLSD\\_e-invoices@flsd.uscourts.gov](mailto:FLSD_e-invoices@flsd.uscourts.gov).

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Clauses Incorporated by Reference**

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, in Section I for further information about clauses incorporated by reference):

CLAUSE NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003

### **H.2 Clauses Included in Full Text**

#### **CLAUSE 2-65, KEY PERSONNEL (APR 2013)**

(a) Individuals identified below as Key Personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals

designated as key personnel, the contractor shall request such substitutions in accordance with this clause.

Substitution of Key Personnel will be considered under the following circumstances only:

- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
- (2) All appointments of Key Personnel shall be approved in writing by the CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
- (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of Key Personnel shall be submitted in writing to the CO, including the information required in paragraph (5) of this provision.
- (4) The following identifies the requirements for situations where individuals proposed as Key Personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within (5) workdays after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the Key Personnel position. The CO will promptly inform the contractor of this determination. If the CO specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the CO and the contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the contractor shall submit, in writing, for the CO's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
- (5) Request for substitution of Key Personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
  - (a) name of person;
  - (b) functional responsibility;
  - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
  - (d) citizenship status;
  - (e) experience including, in reverse chronological order for up to (10) years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
  - (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The CO will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of Key Personnel. All disapprovals will require re-submission of another proposed substitution within (15) days by the contractor.

(b) The following individuals are designated as key personnel under this contract:

Project Manager: \_\_\_\_\_

### **H.3 Compliance with Codes and Standards**

All work will comply with the U.S. Courts Design Guide and the latest requirements of the State or local Environmental Codes, National Fire Protection Association, the National Electrical Code and the most restrictive of all applicable Federal, State and/or local Codes.

### **H.4 Permits**

The contractor shall, without additional expense to the Judiciary, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, and any applicable freight work permits, authorizations, etc. and/or visas in connection with the performance of the contract.

## SECTION I – CONTRACT CLAUSES

### I.1 Clauses Incorporated by Reference

This Section incorporates the following clauses by reference (see Clause B-5, Clauses Incorporated by Reference, included in full text at I.2 below for further information about clauses incorporated by reference):

CLAUSE NUMBE	TITLE	DATE
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-80	Judiciary Property	JAN 2003
2-95	Material Requirements	JAN 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	MAR 2019
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records – Negotiations	APR 2011
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-150	Contract Work Hours and Safety Standards Act- Overtime Compensation	JAN 2003
3-155	Walsh-Healey Public Contracts Act	JUN 2012
3-160	Service Contract Act of 1965	JUN 2012
3-180	Fair Labor Standards Acts and Service Contract Act – Price Adjustment	MAR 2019
3-205	Protest After Award	JAN 2003
4-65	Fixed Fee	APR 2013
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary-Contractor Relationships	JAN 2003
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	APR 2013
7-80	Competition in Subcontracting	JAN 2003
7-85	Examination of Records	JAN 2003
7-95	Contractor Inspection Requirements	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013



7-195	Excusable Delays	JAN 2003
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default (Fixed Price – Products and Services)	JAN 2003
7-235	Disputes	JAN 2003

## **I-2 Clauses Included in Full Text**

### **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>.

### **CLAUSE 2-20C, 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 within 30 days from the date of acceptance by the judiciary. 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.

## **SECTION J -LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **J.1 Attachments**

1. Department of Labor Wage Determination No.: 2015-4536, Revision No.: 13, Date of Last Revision: 07/16/2019
2. Floor plan dated August 15, 2019

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1 Provisions Incorporated by Reference**

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L below, for further information about provisions incorporated by reference):

<b>PROVISION NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
3-15	Place of Performance	JAN 2003

## **K.2 Provisions Included in Full Text**

### **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 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 2019)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(ii) The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

**PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 2003)**

- (a) The offeror certifies that:
- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
    - (A) those prices;
    - (B) the intention to submit an offer; or
    - (C) the methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory –
- (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2)
    - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);
    - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**PROVISION 3-130, AUTHORIZED NEGOTIATORS (JAN 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (offeror lists names, titles, and telephone numbers of the authorized negotiators).

Name: \_\_\_\_\_  
Titles: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**SECTION L -INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L.1 Provisions Incorporated by Reference**

This Section incorporates the following provisions by reference (see Provision B-1, Solicitation Provisions Incorporated by Reference, included in full text below, for further information about provisions incorporated by reference.

PROVISION NUMBER	TITLE	DATE
2-70	Site Visit	JAN 2003
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013

3-100	Instructions to Offerors	APR 2013
3-135	Single or Multiple Awards	JAN 2003
3-210	Protests	JUN 2014
3-315	Submission of Electronic Funds Information with Offer	APR 2013
7-60	Judiciary Furnished Property or Services	JAN 2003

## **L.2 Provisions Incorporated in Full Text**

### **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>.

### **PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)**

The judiciary plans to award a firm fixed price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

## **L.3 Inquiries**

Questions about, or requests for clarification or correct of, the solicitation requirements must be submitted in writing (e-mail is acceptable) to the Contracting Officer's Representative at the address below no later than five (5) days after issuance of the solicitation.

COR: Jose M. Sampedro, Architect/Space Planner

Address: Wilkie D. Ferguson U.S. Courthouse 400 North Miami Ave Miami, FL 33128

Telephone: 305-523-5092

E-mail: [jose\\_m\\_sampedro@flsd.uscourts.gov](mailto:jose_m_sampedro@flsd.uscourts.gov)

## **L.4 Expenses of Response Preparation and Submission**

The Offeror is responsible for all expenses related to the preparation and submission of a response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

## **L.5 General Instructions for the Preparation of Responses**

This section provides general instructions on how to prepare and submit a response to this solicitation. The Offeror's response shall provide all the information requested below. A cover letter may accompany the response to set forth any additional information that the Offeror wishes to bring to the attention of the Court, including any assumptions, and/or conditions, upon which the Offeror's proposal is based.

1. The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.
2. The Offeror shall furnish one (1) electronic copy of the response. The electronic copy shall be provided in Adobe Acrobat format with the Pricing Form from section B as an attachment to an e-mail to the contracting officer.
3. All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.
4. All offers must be delivered and emailed no later than: 2:00pm Tuesday July 15, 2025. Submit your proposal to: [Luis\\_Perez\\_Nelson@flsd.uscourts.gov](mailto:Luis_Perez_Nelson@flsd.uscourts.gov)

## **L.6 Content of Proposals**

The proposal must contain the following:

1. Completed Section B. The firm fixed price offer shall be stated in Section B. The offered price shall be all inclusive, and no extra charges shall be payable by the Court for any additional items or services, including

without limitation, equipment, accessories, and other related items, necessary for the contractor to complete the work stated in section C.

2. Clauses/Provisions requiring Fill-In by Offeror. Completed Clauses 7-10, Contractor Representative (in Section G), and 2-65, Key Personnel (in Section H), and all of Section K with the offeror's responses supplied in applicable boxes or blanks.

### **L.7 List of Assumptions/Conditions**

Any assumptions, and/or conditions, upon which the Offeror's proposal is based. If none are stated, it will be assumed that none exist. Inclusion of assumptions, conditions and/or exceptions that conflict, with one or more of the terms and conditions set forth in this solicitation document, including all requirements, specifications, clauses, and provisions, may cause an offer to be rejected as not conforming to the requirements of this solicitation (see paragraph L.5 above).

### **L.8 Award Without Discussions**

As stated in the judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

### **L.9 Single or Multiple Award**

The U.S. District Court intends to make a single award from this solicitation.

### **L.10 Site Visit**

A site visit will be held at 2:00pm on Tuesday July 8, 2025. You will be escorted by Jose Sampedro to the courtroom. Contractors shall meet in the lobby of the Wilkie D. Ferguson Jr. United States Courthouse at no later than 2:00pm. Advise the Court Security Officer that you are meeting Jose Sampedro. You will be required to sign-in with the Court Security Officers and provide identification. **Please note that cell phones, laptop computers, PDA's, and other electronic equipment are NOT allowed in any federal courthouse.**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 Provisions Incorporated by Reference**

This Section incorporates the following provisions by reference (see Clause B-1, Solicitation Provisions Incorporated by Reference, included in full text in Section L above, for further information about provisions incorporated by reference):

PROVISION NUMBER	TITLE	DATE
2-85C	Evaluation of Options Exercised at Time of Contract Award	JAN 2003
3-70	Determination of Responsibility	JAN 2003

### **M.2 Basis for Award**

The Lowest Price Technically Acceptable (LPTA) source selection process will be used as the basis for selecting a proposal for award. Award will be made to the responsible offeror whose proposal is determined to conform to all required terms and conditions of this solicitation, include all required representations and certifications, meet all requirements set forth in this solicitation and provide the lowest evaluated price while meeting or exceeding acceptability standards, based on the results of the evaluation described below. Any finding of Deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

### **M.3 Award on Initial Proposal/Discussions**

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. However, the judiciary reserves the right to conduct the discussions if the contracting officer later determines them to be necessary, or to make no award as a result of this solicitation. A technical evaluation shall be conducted on all proposals, after which the contracting officer shall decide whether to make award on initial proposals, make no award, or hold discussions. If the contracting officer decides to hold discussions, the contracting officer shall determine a competitive range and conduct fair and equal discussions with each offeror in the competitive range. After completion of discussions, offerors shall be permitted to provide revised proposals by a common cut-off date.

**U. S. District Court, Southern District of Florida**

**NO QUOTE FORM**  
**DO NOT RETURN THIS FORM IF YOU SUBMIT A QUOTE**

*If your company does not wish to quote on this item but you would like to remain on our vendor list, please complete the information below, and email this form by the bid closing date and time to the Contracting Officer.*

**If you are not quoting, please complete and return this form to us, otherwise your name may be removed from our vendor list.**

\*\*\*\*\*

**TO:           Luis Perez-Nelson, Contracting Officer**  
**Luis Perez-Nelson@flsd.uscourts.gov**

**Our company is unable to submit a quote for the item below at this time, however, we would like to continue to receive future RFQ's.**

**QUOTE NUMBER OR ITEM:       RFQ PR2025/00032**  
**MIA WDF Chambers 12-3 Cyclical**

**REASON FOR NOT QUOTING:**

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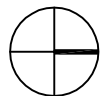
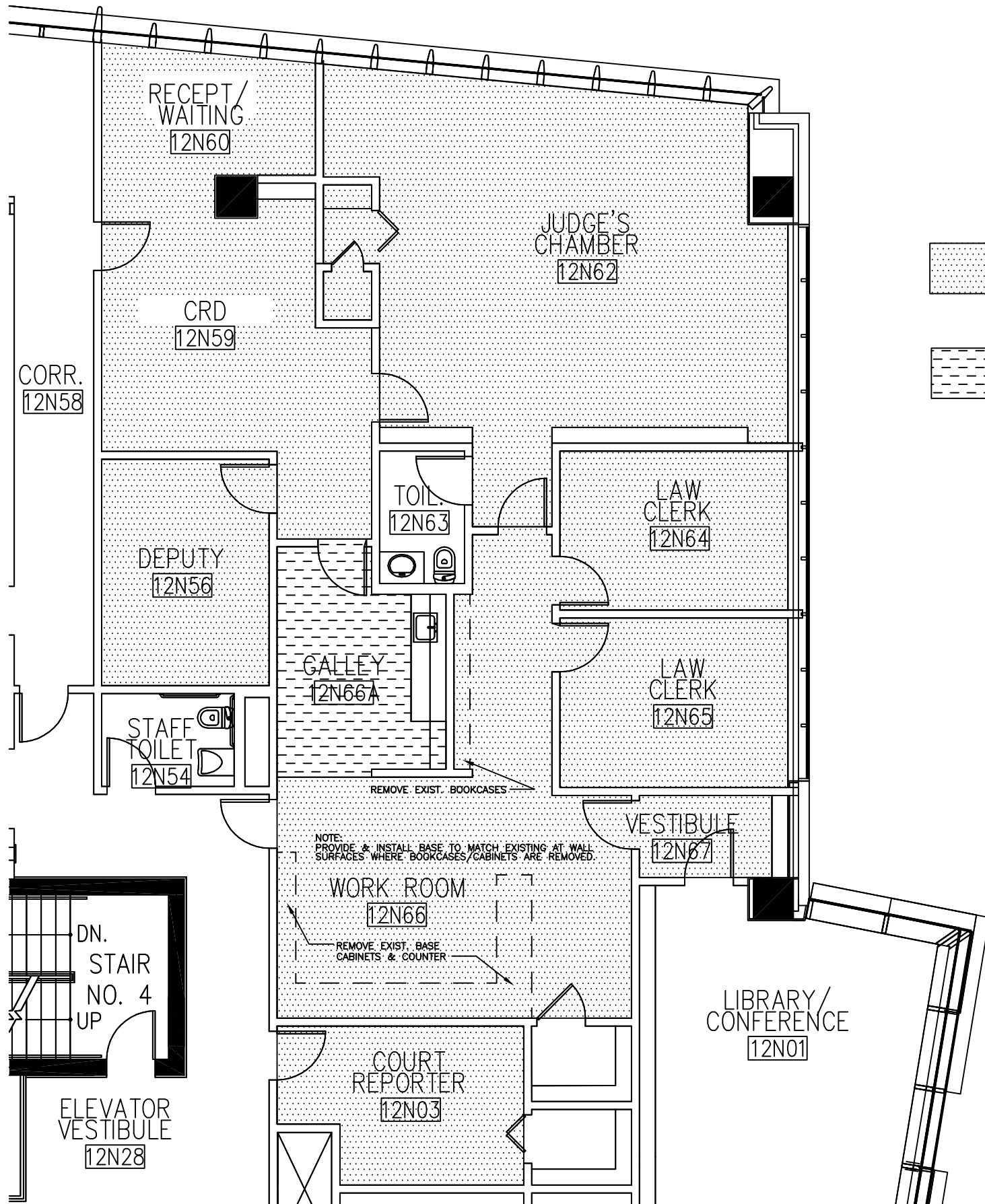
**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**(Signature)**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_





**FLOOR PLAN**  
SCALE 1/8" = 1'-0"

**GENERAL CONSTRUCTION NOTES:**

- A) CONTRACTOR TO VERIFY ALL DIMENSIONS & FIELD CONSITIONS AND INFORM USDC OF ANY DISCREPANCIES.
- B) IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION.
- C) ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER.
- D) CONTRACTOR WILL MAINTAIN A CLEAN JOBSITE AT THE END OF EACH DAY OF CONSTRUCTION.
- E) CONTRACTOR TO MAINTAIN DUST CONTROL MEASURES SO NOT TO CONTAMINATE OTHER AREAS OUTSIDE AREA OF CONSTRUCTION.
- F) CONTRACTOR TO PROTECT ANY AND ALL EXISTING WORK AND FINISHES THAT ARE TO REMAIN. ANY DAMAGE TO EXISTING FINISHES WILL BE REPAIRED BACK TO ORIGINAL CONDITION.
- G) CONTRACTOR TO REMOVE BOOKCASES & CABINETS AS SHOWN ON PLAN AND PATCH WALLS AS REQUIRED.
- H) CONTRACTOR SHALL PROVIDE AND INSTALL WOOD BASE BOARD TO MATCH EXISTING AT ALL LOCATIONS WHERE BOOKCASES OR OTHER BUILT IN CABINETS ARE REMOVED.
- I) CONTRACTOR SHALL PATCH & PREPARE ALL EXISTING PAINTED SURFACES TO REMAIN AS REQUIRED FOR NEW PAINT.
- J) ALL EXISTING PAINTED WALL SURFACES IN AREAS RECEIVING NEW CARPET AND WOOD LOOK LVT FLOOR SHALL PAINTED. EXIST. PAINTED WALL SRFACES IN TOILET 12N63 AND STAFF TOILET 12N54 TO BE PAINTED. PAINT COLORS TO BE AS SELECTED BY USDC.
- K) PREPARE FLOOR SURFACE AS REQUIRED AFTER REMOVAL OF EXISTING CARPET & PADDING TO RECEIVE NEW CARPET. NEW CARPET & PADDING TO BE PROVIDED BY GOVERNMENT AND INSTALLED BY CONTRACTOR.
- L) CONTRACTOR TO REMOVE EXIST. GALLEY FLOOR AS REQUIRED AND PREPARE FLOOR SURFACE FOR NEW LVT FLOOR.
- M) CONTRACTOR TO PROVIDE & INSTALL NEW LVT WOOD LOOK FLOOR IN AREA SHOWN ON FLOOR PLAN. LVT FLOOR TO BE AS SELECTED BY USDC.
- N) CONTRACTOR TO PROVIDE & INSTALL NEW SHOE MOLDING IN AREAS RECEIVING NEW LVT FLOOR. SHOE MOLDING FINISH TO MATCH EXIST. WOOD BASE OR EXIST. KITCHEN CABINETS.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**SHEET TITLE**

**WILKIE D. FERGUSON, JR.  
UNITED STATES COURTHOUSE  
MIAMI, FLORIDA  
CHAMBERS 12-3**

ISSUED	REVISIONS	DESCRIPTION
DATE	4/25/2025	SHEET  1 of 1
DRAWN	J. SAMPEDRO	
CHECKED		
MANAGER		