

**RFQ Number/Name: PR2020/00608 – MIA CCA Courtrooms Spectator Seating**

Request Date: August 14, 2020

**Introduction**

The U.S. District Court, Southern District of Florida located at the Clyde C. Atkins U.S. Courthouse 301 N. Miami Ave. Miami, FL 33128 is seeking a contractor to remove and replace the courtroom spectator seating for Base: courtrooms 3 and 5 (CLIN's 001 & 002) with possible additional courtrooms, Options: 6, 9, 10, & 11 (CLIN's 003 - 006). Optional courtrooms CLIN's 0003 - 0006 on attached solicitation may be awarded separately after the award of the base bid. All Options if awarded will be awarded within FY2020. This project is to include all the work identified herein and all related work as related for the seat installation. All the work shall comply with the highest in-dustry standards and the latest requirements of the State or local Environmental Codes, and the most restrictive of all applicable Federal, State and/or local Codes.

All vendors must confirm to the CO who will attend the site visit by Thursday, August 20, 2020 at 12:00pm.

**Site Visit:** Tuesday, August 25, 2020 at 10:00am

**Questions Due Date:** Tuesday, August 27, 2020 at 10:00am

**Proposal Due Date:** Tuesday, August 31, 2020 at 12:00pm

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

Questions: Vendors must submit all questions in writing to the Contracting Officer 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** (LPTA) offer.

The Contracting Officer (CO) is: Melissa Long

Phone: (305) 523-5642

Email: [melissa\\_long@flsd.uscourts.gov](mailto:melissa_long@flsd.uscourts.gov)

Quotes and questions concerning this RFQ must be e-mailed to the Contracting Officer

Melissa Long

Email: [melissa\\_long@flsd.uscourts.gov](mailto:melissa_long@flsd.uscourts.gov)

<b>SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER FLSDCLERK20-0938			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FLSDCLERK20-0020	
7. FOR INFORMATION CALL:		a. NAME Melissa Long		b. TELEPHONE NUMBER (No collect calls) 3055235642		6. SOLICITATION ISSUE DATE 08/14/2020	
9. ISSUED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - ML Miami, FL 33128		CODE FLS_DC		10. NOT USED			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. NOT USED		14. METHOD OF SOLICITATION  <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> RFP	
15. DELIVER TO U.S. District Court Miami Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Clerk Miami, FL 33128		CODE FLS_DC		16. ADMINISTERED BY (if other than Block 9) CODE			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - ML Miami, FL 33128	
Telephone No.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2020-092000-D11FLSC-D11FLSC-3111-FLS-2020	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27. Applicable terms and conditions are as stated in the continuation pages.

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>		
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

**Supplies or Services and Prices/Costs**

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	All work identified in section SOW-1. Base - Courtroom 3	0	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	All work identified in section SOW-1. Base - Courtroom 5	0	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	All work identified in section SOW-1. Option 1 - Courtroom 6 - Dependent on availability of funds.	0	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0004	All work identified in section SOW-1. Option 2 - Courtroom 9 - Dependent on availability of funds. .	0	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0005	All work identified in section SOW-1. Option 3 - Courtroom 10 - Dependent on availability of funds.	0	Job		

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0006	All work identified in section SOW-1. Option 4 - Courtroom 11 - Dependent on availability of funds.	0	Job		

SOW-1      Scope of Work

**Bases of Design/Scope of Work**

The U.S. District Court, Southern District of Florida located at the Clyde C. Atkins U.S. Courthouse 301 N. Miami Ave. Miami, FL 33128 is seeking a contractor to remove and replace the courtroom spectator seating for Base: courtrooms 3 and 5 (CLIN's 001 & 002) with possible additional courtrooms, Options: 6, 9, 10, & 11 (CLIN's 003 - 006). Optional courtrooms CLIN's 0003 - 0006 on attached solicitation may be awarded separately after the award of the base bid. All Options if awarded will be awarded within FY2020. This project is to include all the work identified herein and all related work as related for the seat installation.

### 1.1 Site work/General

1. Protect all existing construction, equipment, surfaces and areas that could be affected by this new construction, including but not limited to wall, floor finishes, millwork, surface mounted cables and equipment for courtroom AV system, furniture, etc.
2. Site is to be kept clean daily. Debris removal is to be coordinated with the U.S. District Court. Dumpsters are not allowed to remain overnight at the courthouse. If a dumpster is required it must be delivered, filled and removed from the premises on the same day between 8:00 am and 5:00 pm.
3. All personnel on site will be subject to a security background check as per U.S. Marshal's Service and GSA.
4. Deliveries of supplies and materials to the site need to be coordinated with the U.S. Marshal's Service and GSA a minimum of 96 hours in advance of receipt. The name of the company as well as vehicle and driver information will be required for all deliveries.
5. Any damage done by the contractor to the existing construction, furniture, equipment and/or finishes will be repaired by the contractor at no cost to the government.
6. Entire work area including furniture and equipment shall be thoroughly vacuumed and dusted after each day of work until work is complete.
7. All work will be conducted Monday through Friday except for federal holidays. Hours will vary. Contractor must be able to meet early hours if required from 6:00am – 8:30am and/or possible evening hours 5:00pm – 7:00pm. The installation schedule shall be coordinated with the U.S. District Court.

### 1.2 Removal

1. Demolition will include but is not limited to the removal of existing spectator seating and existing hardware in each courtroom. Existing seating consists of 64 seats anchored into concrete flooring in each courtroom.
2. All debris will be removed off the property and disposed of by contractor.
3. Existing carpet will remain.

### 1.3 Spectator Seating

1. Provide and install spectator seating to consist of a total of 64 seats in each courtroom. Spectator seating is to be set in a row format to consist of 8 seats in 8 separate rows, 4 rows on each side of the walkway.
2. All seating will be connected and anchored into the concrete floor.
3. Seating will have the following features:
  1. gravity-lift mechanism,
  2. seat height not to exceed 38" from floor,
  3. seat width (overall) not to exceed 24" but not less than 20",
  4. minimal to no recline,
  5. end panel will be selected by the U.S. District Court upon receiving samples by contractor,
  6. row ends will be even,
  7. back two end seats will be ADA accessible,
  8. arms will be a black poly material and able to lift-up,
  9. seat back will be selected by the U.S. District Court upon receiving samples by contractor,
  10. fabric samples and any other options will be provided by the contractor for selection by the U.S. District Court.

Clause	Title	Date
1-1	Employment by the Government	JAN 2003
1-10	Gratuities or Gifts	JAN 2010
2-5A	Inspection of Products	APR 2013
2-10	Responsibility for Products	JAN 2010
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	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
3-120	Order of Precedence	JAN 2003
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-25	Indemnification	AUG 2004
7-100A	Limitation of Liability (Products)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-200	Judiciary Delay of Work	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

#### B-5                      Clauses Incorporated by Reference                      OCT 2010

This procurement 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)

#### 3-3                      Provisions, Clauses, Terms and Conditions - Small Purchases                      JUN 2014

(a) The following provisions are incorporated by reference into the request for quotations (RFQ):

(1) Provision 3-70, Determination of Responsibility (JAN 2003)

(2) Provision 3-210, Protests (JUN 2014)

(3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

(b) The contractor shall comply with the following clauses incorporated by reference:

(1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

- (2) Clause 2-60, Stop-Work Order (JAN 2010)
- (3) Clause 3-205, Protest After Award (JAN 2003)
- (4) Clause 7-20, Security Requirements (APR 2013)
- (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
- (6) Clause 7-35, Disclosure or Use of Information (APR 2013)
- (7) Clause 7-85, Examination of Records (JAN 2003)
- (8) Clause 7-125, Invoices (JAN 2010)
- (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- (12) Clause 7-150, Extras (JAN 2003)
- (13) Clause 7-185, Changes (APR 2013)
- (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- (15) Clause 7-210, Payment for Emergency Closures (APR 2013)
- (16) Clause 7-235, Disputes (JAN 2003)
- (c) The contractor shall comply with the following clauses, incorporated by reference, unless the circumstances do not apply:
  - (1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
  - (2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)
  - (3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
  - (4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized)
  - (5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)
  - (6) The following apply to Products only:
    - a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
    - b) Clause, 2-45, Packaging and Marking (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)
    - c) Clause, 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to product procurements over \$15,000 for manufacturing or furnishing products)
  - (7) The following apply to Services only:
    - a) Clause 1-1, Employment by the Government (JAN 2003)
    - b) Clause 1-5, Conflict of Interest (JAN 2003)
    - c) Clause 3-160, Service Contract Act of 1965 (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements, or Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services Requirements apply. See (c)(7)(g) and (c)(7)(h) below.)
    - d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
    - e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)
    - f) Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour procurements.)
    - g) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)
    - h) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (APR 2011) (Applies if the request for quotation included Provision 3-220 and the contractor cer-

tified its compliance with the conditions stated in the provision.)

(d) *Inspection/Acceptance.* The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this procurement. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:

(1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) *Termination for the judiciary's convenience.* The judiciary reserves the right to terminate this procurement, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this procurement, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The judiciary may terminate this procurement, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this procurement for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this procurement.

(END)

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: \_\_\_\_\_

Email: \_\_\_\_\_

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)



Typical Courtroom Plan dated 8/12/2020  
Picture of Courtroom Seating

## Representations, Certifications and Other Statements of Offerors or Respondents

3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters APR 2011

(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.

(END)

### 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.

(END)

### 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 so-

cial security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) 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)

## Instructions to Offerors or Respondents

Provision(s) Incorporated By Reference, see Provision B-1

Clause	Title	Date
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Clause	Title	Date
2-100	Brand Name or Equal	APR 2013
3-100	Instructions to Offerors	APR 2013
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013

#### 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.

(END)

#### B-1 Solicitation Provisions Incorporated by Reference OCT 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)

#### TSL.1 GENERAL INSTRUCTIONS FOR PROPOSALS SEP 2012

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

All items should be quoted **F.o.b. Destination**.

Quotes as well as any questions may be e-mailed to the Contracting Officer, **Melissa Long** at **melissa\_long@flsd.uscourts.gov**, **305-523-5642**, by the closing date and time located in block 8 on page 1.

A **firm fixed price** award will be made on the basis of **lowest priced, technically acceptable offer (LPTA)**. Delivery is desired within 60 days after receipt of order (ARO).

The Delivery Address for this purchase will be located in block 15 in section A on page 1 or specified under the CLIN's in the extended description.

#### Section A - Solicitation/Offer/Acceptance Form

Section A, page 1, is the **Solicitation/Offer/Acceptance**. The offeror must fill out the following blocks on the form:

- (1) Block 17a, name and address of offeror.
- (2) Block 17b, if applicable.
- (3) Block 30a, signature of offeror
- (4) Block 30b, name and title of person authorized to sign the offer.
- (5) Block 30c, date signed.

#### Section B - Submission of Prices

##### (1) Acceptable Responses

(a) **Unit Price** -Sliding price scales will not be accepted by the judiciary. The price will reflect the unit as defined in Section B.

(b) **"N/C" = No Charge** - For any item that the offeror will provide without charge or without additional charge, the offeror shall insert "N/C" in the Unit Price column of Section B.

**Proposal Submission**

By submission of a signed proposal, the offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or contract. **Note: The offeror is not required to submit solicitation sections C, D, E, F, G, H, and I as part of its proposal.**

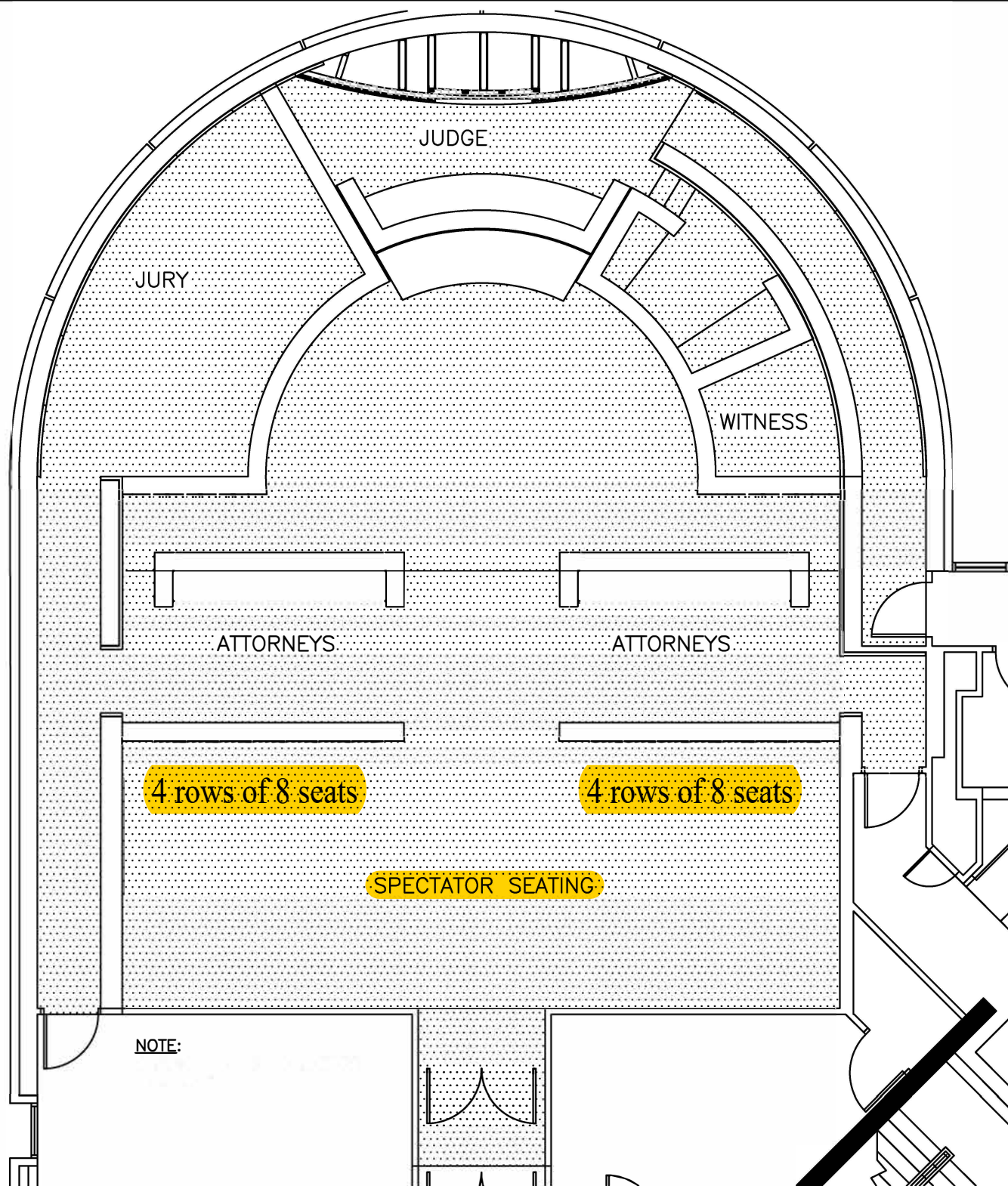
**Section K - Representations, Certifications, and Other Statements of Offeror**

The offeror must check or complete all applicable boxes or blocks in Section K of the solicitation and submit the full section as part of the proposal.

**Sections L (Instructions, Conditions and Notices to Offerors) and M (Evaluation Criteria)**

Sections L and M contain proposal instructions and evaluation information and do not become part of any resultant agreement.

(END)



**TYPICAL COURTROOM PLAN**

SCALE: 1/8" = 1'-0"

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

SHEET TITLE

C. CLYDE ATKINS FEDERAL COURTHOUSE  
MIAMI, FL

ISSUED	REVISIONS	DESCRIPTION

DATE	8/12/2020
DRAWN	J. SAMPEDRO
CHECKED	
MANAGER	

SHEET

1 OF 1

Green chair section  
Two sections  
4 rows of 8 seats in each section

