

## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

<b>NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER See Lines		PAGE 1 OF 13	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FLSDCLERK25-0032	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE / LOCAL TIME 08/28/2025 10:00 ET	
9. ISSUED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Procurement Miami, FL 33128		CODE		FLS_DC		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): SIZE STANDARD:	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM â€" DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO U.S. District Court Computer Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Comp Miami, FL 33128		CODE		FLS_DC		16. ADMINISTERED BY U.S. District Court Procurement Services Wilkie D. Ferguson, Jr. U.S. Courthouse 400 N. Miami Ave Mail Room - Procurement Miami, FL 33128	
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 - Procurement Miami, FL 33128	
						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM	
TELEPHONE NUMBER		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					
19. ITEM NUMBER	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		26. TOTAL AWARD AMOUNT (For Government Use Only)	
27. Applicable terms and conditions are as stated in the continuation pages.			

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.		29. AWARD OF CONTRACT: REFERENCE 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) Landys Rodriguez	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

19. ITEM NUMBER	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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER
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		41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

**Section B - Supplies or Services and Prices/Costs**

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)						
0001	IT EQUIPMENT  REPAIR/  MAINTENANCE  Firm Fixed Price -  Judiciary-wide  PSC:	4.000000	NT								
<b>Delivery Schedule:</b> <table border="1"> <thead> <tr> <th>Delivery Number</th><th>Delivery Date</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>1</td><td>09/01/2025</td><td>4.000000</td></tr> </tbody> </table>						Delivery Number	Delivery Date	Quantity	1	09/01/2025	4.000000
Delivery Number	Delivery Date	Quantity									
1	09/01/2025	4.000000									
<b>Period of Performance:</b> 09/01/2025 - 08/31/2026											
<b>Description:</b> Base Year PoP: 9/1/2025 - 8/31/2026 Identify a monthly base number for black and white copies and color copies. Include a rate for overages of black and white and for color copies. Or Specifically explain what charges will include. Up to 120 Ricoh Copiers. Mix of Black and White and Color. See Section J for copier information.											
<b>Reference Line:</b> FLSDCLERK25-0674 - 0001											
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)						
0002	IT EQUIPMENT  REPAIR/  MAINTENANCE  Firm Fixed Price -  Judiciary-wide  PSC:	4.000000	NT								
<b>Delivery Schedule:</b> <table border="1"> <thead> <tr> <th>Delivery Number</th><th>Delivery Date</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>1</td><td>09/01/2026</td><td>4.000000</td></tr> </tbody> </table>						Delivery Number	Delivery Date	Quantity	1	09/01/2026	4.000000
Delivery Number	Delivery Date	Quantity									
1	09/01/2026	4.000000									
<b>Period of Performance:</b> 09/01/2026 - 08/31/2027											
<b>Description:</b> Option Year PoP: 9/1/2026 - 8/31/2027. Maintenance (repair/routine), supplies (toner & staples), aggregate flat rate plan with no usage or overage fees. Billed quarterly at a rate of \$4,350.00. Up to 120 Ricoh Copiers. Mix of Black and White and Color. See Section J for copier information.											
<b>Reference Line:</b> FLSDCLERK23-0612 - 0002											

**Q&A Questions & Answers**

Question	Answer
1. Can you provide history of usage?	Estimated totals are reflected in the below chart.

Billing Period	B&W Total	Color Total
9/1/18-11/30/18	400,000	
12/1/18-2/28/19	400,000	

3/1/19-5/31/19	550,000	5,000
6/1/19-8/31/19	475,000	15,000
9/1/19-11/30/19	425,000	20,000
12/1/19-2/29/20	400,000	25,000
3/1/20-5/31/20	300,000	30,000
6/1/20-8/31/20	200,000	15,000
9/1/20-11/30/20	200,000	17,000
12/1/20-2/28/21	200,000	20,000

## SOW-1 Statement of Work

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### Introduction

The United States District Court for the Southern District of Florida is seeking a Ricoh authorized dealer, to provide a service maintenance agreement for up to 120 Ricoh multifunctional devices (MFD's) located in the southeast region of Florida. The award will consist of a Base Year 10/1/2023 – 9/30/2024 and one Option Year 9/1/2024 – 8/31/2025

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### Scope

- a. This service agreement requires a contractor to provide repair service, routine maintenance, supplies (toner and staples), for the copiers shown in section J of this solicitation.
- b. The contractor shall provide Ricoh certified technicians to perform all work.
- c. The Ricoh certified technician must be able to install, implement and support personal identity verification (PIV) on all MDF's.
- d. The contractor shall have a Ricoh certified technician on-site no later that one (1) business day from the time the repair call/notice is placed.
- e. If the repair requires parts that must be ordered, the contractor shall order OEM parts the same day the need is determined. Additionally, the contractor shall ensure that service is completed, and the equipment is back to full operational capacity within three (3) business days of the original repair call/notice. In the event of an additional delay, the contractor shall notify the Contracting Officer's Representative (COR) or the Contracting Officer (CO) of the delay within one (1) business day of the initial visit.
- f. If the Ricoh certified technician determines a machine requires parts over and above what is included in the maintenance agreement, the technician shall obtain authorization from the CO prior to ordering and installing the part(s).
- g. Repairs and/or maintenance shall be performed during normal Court business hours beginning at 8:00 a.m. and must be completed by 5:00 p.m., unless special arrangements are made in advance. The court will be closed on all federal holidays and may be closed on other days as designated by the Chief Judge. Notice will be provided.
- h. Contractor shall provide the name(s) of the Ricoh certified technician(s) for the southeast region of Florida upon issue of award. If a technician is replaced, the new name(s) must be provided to the CO within one week of replacement. No access will be granted to anyone who is not on the list provided to the CO.
- i. The contractor awarded shall be the one that performs the service, the service shall **not** be sub-contracted out to a third party.
- j. The Court has many older copiers which must be kept in working order, if possible. Some of these machines date back to 2008. Many of our copiers have very low usage or no usage at times because they are kept in areas that are not staffed or not fully staffed.
- k. New MFD's will be added to the service maintenance contract as we replace or add to our inventory.
- l. The contractor will be asked to pick up and dispose of MFD's that are replaced. The Court will sanitize hard drives and memory devices. The contractor will dispose/recycle in a manner which is compliant with federal, state, and local environmental regulatory requirements, and protects the confidentiality of the judiciary's information.
- m. The contractor shall quote based on a plan that includes a monthly base number for black and white copies and color copies. Include a rate for overages of black and white and for color copies. Or specifically explain what the charge includes on a monthly basis.
- n. Contractor will invoice quarterly.

### Period of Performance

There will be a Base Year 10/1/2023 – 9/30/2024 and one Option Year 10/1/2024 – 9/30/2025

**Provision 3-15, Place of Performance (JAN 2003)** <http://www.uscourts.gov/procurement.aspx>. The following addresses apply to this agreement:

#### 1. U.S. District Court

- a. WDF = Wilkie D. Ferguson Jr. U.S. Courthouse 400 N. Miami Ave Miami, FL 33128
- b. JLK = James Lawrence King Federal Justice Building 299 N.E. Fourth St. Miami, FL 33132

- c. CCA = C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Miami, FL 33128
- d. FTL = U.S. Federal Building & Courthouse 299 E. Broward Blvd Fort Lauderdale, FL 33301
- e. WPB = Paul G. Rodgers Federal Building & Courthouse 701 Clematis St. West Palm Beach, FL 33401
- f. FTP = Alto Lee Adams, Sr. U.S. Courthouse 101 South U.S. Highway 1 Fort Pierce, FL 34950
- g. KW = Sidney M. Aronovitz U.S. Courthouse 301 Simonton St. Key West, FL 33040

## 2. U.S. Probation Office

- a.
- b. KND = Southern Centre 12900 S.W. 128<sup>th</sup> St. Suite 200 Miami, FL 33186
- c. ML = Miami Lakes Business Park West 14601 Oak Lane Miami Lakes, FL 33016
- d. WPB = 501 S. Flagler Dr. Suite 400 West Palm Beach, FL 33401
- e. WDF = Wilkie D. Ferguson Jr. U.S. Courthouse 400 N. Miami Ave Miami, FL 33128
- f. FTL = U.S. Federal Building & Courthouse 299 E. Broward Blvd Fort Lauderdale, FL 33301
- g. FTP = Alto Lee Adams, Sr. U.S. Courthouse 101 South U.S. Highway 1 Fort Pierce, FL 34950

## 3. U.S. Bankruptcy Court

- a. WPB = Waterview Tower 1515 N. Flagler Dr. 8<sup>th</sup> Floor West Palm Beach, FL 33401
- b. CCA = C. Clyde Atkins U.S. Courthouse 301 N. Miami Ave Miami, FL 33128
- c. FTL = U.S. Federal Building & Courthouse 299 E. Broward Blvd Fort Lauderdale, FL 33301

Clause(s) Incorporated By Reference, see Clause B-5

Clause	Title	Fill-ins
1-10	Gratuities or Gifts	
2-5B	Inspection of Services	
2-20C	Warranty of Services	
2-55	Privacy or Security Safeguards	
3-300	Registration in the System for Award Management (SAM)	
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	
7-1	Contract Administration	
7-5	Contracting Officer's Representative	
7-15	Observance of Regulations/Standards of Conduct	
7-25	Indemnification	
7-65	Protection of Judiciary Buildings, Equipment, and Vegetation	
7-95	Contractor Inspection Requirements	
7-125	Invoices	
7-185	Changes	
7-215	Notification of Ownership Changes	
7-220	Termination for Convenience of the Judiciary (Fixed Price)	

## 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)

## 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 contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
- (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 contracting officer, 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 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer 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 contracting officer will promptly inform the contractor of this determination. If the contracting officer 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 contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer'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 ten 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 contracting officer 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:

À [Contracting Officer to add names upon contract award]

(END)

## 2-90D Option to Extend the Term of the Contract APR 2013

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty-four months.

(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 (APR2013)
  - (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 certified 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)

3-215

**Exemption from Application of the Service Contract Labor Standards to  
Contracts for Maintenance, Calibration, or Repair of Certain Equipment -  
Requirements**

MAR 2019

- (a) The items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the contractor in substantial quantities to the general public in the course of normal business operations.
- (b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
- (1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
- (2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor.
- (c) The contractor shall use the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as is used for these employees and for equivalent employees servicing the same equipment of commercial customers.
- (d) The contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.
- (e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.
- (f) The contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.
- (end)



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)

7-50 Alt I Parking

There is no contractor parking available at any of the Federal Judiciary Buildings or U.S. Probation Offices in the southeast region of Florida. In the event that this contract requires the delivery of equipment or materials to any location in accordance with this award, the contractor shall park delivery vehicles at designated locations **ONLY WHILE LOADING AND UNLOADING THE VEHICLE**. Arrangements for pick-up and delivery shall be coordinated with the Contracting Officer's Representative (COR) and made in accordance with building management policies.

7-120 Availability of Funds for the Next Fiscal Year JAN 2003

Funds are not presently available for performance under this contract beyond 8/31/2025. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond 8/31/2025, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(END)

**Section F - Deliveries or Performance**

<u>LINE NUMBER/ DELIVERY NUMBER</u>	<u>ADDRESS</u>	<u>CONTACT INFORMATION</u>
0001/1	U.S. District Court Computer Services	See Section C for Delivery Addresses
0002/1	Wilkie D. Ferguson, Jr. U.S. Courthouse	
	400 N. Miami Ave	
	Mail Room - Comp	
	Miami, FL 33128	

**PERIOD OF PERFORMANCE**

<b>ITEM</b>	<b>START</b>	<b>END</b>
0001	09/01/2025	08/31/2026
0002	09/01/2026	08/31/2027

## Section J - List of Attachments

## J-1 Inventory of Equipment

## U.S. District Court

Bldg	Model	Name	Tag #	EID	Serial Number	Serial Number
CCA	MP6055SPG	2335	14075695	C83173151	C347LA00028	
CCA	MPC4504EXG	107536	14329255	C83211454	C739B200155	
CCA	IM7000			14624460	C83311450	
CCA	IMC4500G	107561	14356101	C83216570	3129B600041	
CCA	IMC4500G			14624446	C83311404	
CCA	IMC4500G			14635991	C83313829	
CCA	IMC4500G	107603	14264476	C83217364	312B600029	
FTL	MP4055SPG	2331	14096614	C83168159	C327G500111	
FTL	MPC4503G	106955	14427430	C83197782	E177G800093	
FTL	MP 6055SPG	2336	14082849	C83174649	C347G500010	
FTL	IMC4500G	107673	14265140	C83219484	3129B700042	
FTL	MP 6055SPG	2339	14083181	C83174646	C347LA00007	
FTL	IMC4500G			14635845	C83312881	
FTL	IMC4500G			14635844	C83312882	
FTL	MPC4504EXG	107503	14354478	C83213180	C739B200086	
FTL	MP6055SPG	2338	14083185	C83174648	C347G500014	
FTL	MPC6004EXG	107537	14356056	C83214983	C758B50011	
FTL	MPC4503G	106954	14427429	C83197783	E177GC00052	
FTL	MP6055SPG	2337	14082848	C83174647	C347LA00008	
FTL	MPC4503G	106956	14426943	C83197781	E177G700043	
FTP	MP6055SPG	2343	14082502	C83174380	C347G500026	
FTP	IMC4500G	108360	14691006	C83240331	3120B100072	
FTP	MP501SPFG	106953	14426946	C83197833	G988Y701009	
FTP	IM400G			14621944	C83303266	
FTP	MPC4503G	106952	14427438	C83197784	E177G700032	
FTP	IMC4500G	108361	14691005	C83240332	3120B700009	
JLK	MP6055SPG	2333	14082390	C83173509	C347G500022	
JLK	MP4054SPG	4720	14021751	C83141557	G176L900131	
JLK	IMC4500G			14624447	C83311554	
JLK	IMC4500G			14624445	C83311555	
JLK	IMC4500G	107562	14356100	C83216569	3129B500029	
JLK	MP6055SPG	2334	14075959	C83173508	C347G500006	
JLK	MP4054SPG	4727	13886480	C83146124	G176LA00073	
KW	IMC4500G	108358	14691236	C83240103	3120B100059	
KW	IMC4500G	108357	14691238	C83240104	3120B100150	
KW	IMC4500G	108359	14691229	C83240105	3120B100217	
WDF	MP 6055	2323	14075870	C83172933	C347G500011	
WDF	MP4000B	1443	11720535	C01122526	M5405200082	
WDF	MP501SPFG	106949	14426935	C83197441	G988Y701019	
WDF	IMC4500G			14635896	C83313581	
WDF	IMC4500G			14635890	C83313581	
WDF	IMC4500G			14635892	C83313584	
WDF	MP6054SPG	4728	13886201	C83144745	G196LA00048	
WDF	IMC4500G			14635893	C83313583	
WDF	MP5000B	2026	12439782	C01146303	M5615600127	
WDF	MP6055SPG	2327	14075871	C83172930	C347G500030	
WDF	IM400G			14632344	C83308776	
WDF	MP6055SPG	2329	14075759	C83172929	C347G500005	
WDF	MPC4503G	106959	14058021	C83198149	E177G800182	
WDF	MP6055SPG	2330	14075881	C83172932	C347G500008	
WDF	MP6055SPG	2328	14075081	C83172934	C347G500021	
WDF	IMC4500G	108366	14503575	C83240106	3120B100060	
WDF	MPC4503G	106961	14058007	C83198151	E177GB00050	

WDF IMC4500G	107602	14356124	C83217365	3129B600038
WDF MP6055SPG	2325	14075760	C83172931	C347G700046
WDF MP6055SPG	2326	14075868	C83172928	C347G500023
WDF MPC6004EXG	107538	14356044	C83214903	C758B500031
WDF MPC4503G	106960	14058020	C83198150	E177GC00070

WDF IMC4500G	108364	14691221	C83240099	3120B100176
WDF IMC4500G	108365	14690598	C83240100	3120B100065
WDF MPC6503	108367	14691007	C83240314	C069CB00278
WDF MP501SPFG	2324	14074856	C83171789	G987Y600546
WPB MP6055SPG	2341	14082463	C83174106	C347G500024
WPB IMC4500G	108362	14691214	C83240101	3120B100069
WPB MP 6055	2342	14082470	C83174105	C347G500004
WPB 14082462			C83174107	C347G500027
WPB MPC4503G	106957	14426948	C83197977	E177G800180
WPB MP4054SPG	4725	14022034	C83142304	G176L900158
WPB MP171SPF	4702	11851789	C01119874	V4408708377
WPB MP4000B	1667	11189599	C09039128	M5485100780
WPB IMC4500G			14635101	C83312571
WPB IMC4500G			14635102	C83312570
WPB IM600SRFG			14636000	C83313831
WPB MPC4503G	106958	14428135	C83197976	E177G700059
WPB IMC4500G	108363	14691134	C83240102	3120B100070

#### U.S. Probation Office

Bldg Model	Name Tag #	EID	Serial Number	Serial Number
FTL MP4054SPG	106605	13798159	C83123413	G176L400003
FTL MP7502SP	106606	13797688	C83122628	W876L300661
FTL MP7502SP	106607	13622874	C83104458	W875L800598
FTP MP4054SPG	106515	13798292	C83123416	G176L400011
FTP MP4054SPG	106514	13798071	C83123417	G176L400016
KND MP6055SPG	106898	14354204	C83213165	C349B400009
ML AFMP7001SP	105565	11886461	C01129332	V7005700107

ML AFMP7001SP	106285	20436022	V7025400070	V7025400070
WDF MP7502SP	106555	13797233	C83122629	W876L300649
WDF MP7502SP	106486	13797348	C83122453	W876L300670
WDF MP7502SP	106469	13624810	C83104067	W875L800734
WDF AFMP7001SP	105570	11886478	C01129331	V7005600305
WDF MP6055SPG	106897	14354548	C83213103	C349B400008
WDF MP6054SPG	106503	13798160	C83123407	G176L400007
WDF MP7502SP	106479	13625581	C83104459	W875L800740
WDF IM7000			14624461	C83311451
WPB MP4054SPG	106512	13798161	C83123415	G176L400006
WPB AFMP7001SP	105571	11886632	C01129334	V7005700105
WPB MP7502SP	106513	13730920	C83106268	W875L900409

#### U.S. Bankruptcy Court

Bldg Model	Name Tag #	EID	Serial Number	Serial Number
CCA MP6055SPG	8068	14204648	C83182495	C347LB00034
CCA MPC5503G	5772	14094762	C83166552	E187G300118
CCA IMC4500G	8559	14691162	C83240119	3120B100068
CCA MPC4504EXG	6095	14354783	C83213260	C739B200162
CCA IMC4500G	6096	14355630	C83214755	3129B500022
FTL MP5001G	5116	20261869	V8010600016	V8010600016
FTL IMC4500G		14490689	C83224922	3129B900005
WPB MPC5501G	5123	20262852	V8010600021	V8010600021
WPB IMC4500G	5121	14690425	C83236302	3120B100006
WPB MPC4503G	8241	14427210	C83197080	E177G800029

WPB IMC4500G

5120 14502206 C83236303 3120B100003

3-195

**Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification**

APR 2011

(a) The offeror shall check following certification:

**CERTIFICATION**The offeror does ☐ does not ☐ certify that --

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision --

(1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(END)

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) 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):**

Ä \_\_\_\_\_

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

Clause	Title	Fill-ins
3-100	Instructions to Offerors	Number of Sheets: "[[insert numbers or other identification of sheets]]"

## 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)

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

Clause	Title	Fill-ins
2-85A	Evaluation Inclusive of Options	