

United States Court of Appeals

Fifth Judicial Circuit Library System

600 Camp St. Room 106
New Orleans, LA 70130
(504) 310-7797



Sue A. Creech, Circuit Librarian

August 26, 2020

SECTION A – SOLICITATION (Solicitation No. USCALIB05-21-001)

Request for open market pricing for this contract based on the terms and specifications set out in the enclosed solicitation. Please note, as part of the Judicial Branch of the government, all quotations should include tax EXEMPT pricing. Quotes may be mailed, hand delivered, faxed or emailed to the address listed below, but must be received no later than **12:00 p.m. local time on Wednesday, September 16, 2020.**

**A FIRM FIXED PRICE AWARD FROM THIS SOLICITATION WILL BE MADE
BASED ON THE LOWEST PRICED, TECHNICALLY ACCEPTABLE OFFER.**

Quotations and questions concerning this solicitation should be addressed to:

Jennifer C. French
United States Court of Appeals
5th Circuit Library
600 Camp Street, Room 106
New Orleans, LA 70130
Telephone: (504) 310-7728
Fax: (504) 310-8378
Email: jennifer_french@ca5.uscourts.gov

Sincerely,

Jennifer C. French
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER USCALIB05-21-001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY U.S. Court of Appeals Fifth Circuit Library		CODE		8. ADDRESS OFFER TO (If other than item 7) John Minor Wisdom Building 600 Camp Street, Room 106 New Orleans, LA 70130	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 600 Camp Street, Room 106, New Orleans, LA until 12:00 pm local time September 16, 2020. (Hour) (Date)	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	

10. FOR INFORMATION CALL:	A. NAME Jennifer C. French	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION 504 310 7728		C. E-MAIL ADDRESS jennifer_french@ca5.uscourts.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER(Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM 8 (1 copy only)
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Jennifer C. French		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 6/2014)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

REQUEST FOR PROPOSAL

LEASED PARKING

Solicitation #USCALIB05-21-001

United States Court of Appeals
5th Circuit Library
John Minor Wisdom Building
600 Camp Street, Room 106
New Orleans, LA 70130

Jennifer C. French (Contracting Officer)
Phone: (504) 310-7728
Fax: (504) 310-8378
jennifer_french@ca5.uscourts.gov

SECTION B – PRODUCTS OR SERVICES AND PRICES/COSTS

B.1 Contract Pricing

The Contractor shall provide employee parking at the rates established herein.

B.2 Costs

During the term of the contract, the monthly cost per parking space set forth herein shall be fixed.

The contractor shall provide **up to seven (7)** parking spaces at the monthly price below for the following contract period of October 1, 2020 through September 30, 2021.

Quantity	Unit	Unit Price/Space	Price/Month	Total Annual Price
7	Parking Spaces	\$	\$	\$

Signature of Authorized Offeror

Date

Printed Name of Authorized Offeror

SECTION C – SPECIFICATIONS/STATEMENT OF WORK

C.1 General Requirements

The Fifth Circuit Court of Appeals, Library (hereinafter referred to as “Library”) of the United States Court of Appeals, Fifth Circuit, John Minor Wisdom Building, 600 Camp Street, Room 106, New Orleans, LA 70130 requires employee parking.

The Library will have the right to temporarily/permanently cancel or add spaces if required due to changes in funding, personnel and/or workplace availability due to damage, weather, or pandemic situations. The Library will notify the contractor via e-mail, in advance, of any changes.

If additional spaces are added to the contract, the monthly cost for these spaces shall be the same as provided in the contract. Any additions made prior to the 15th of the month shall be billable at the full monthly rate and any additions made after the 15th of the month shall be pro-rated at one-half of the monthly rate. Any cancellations made prior to the 15th of the month shall be pro-rated at one-half of the monthly rate.

The Library and the contractor shall have the option to cancel this contract providing written notice to the opposite party within a minimum of sixty (60) days in advance of the cancellation.

The Library shall reserve the right to request and the contractor shall provide printed quarterly reports for each parker. The reports shall include the dates and times the parker entered and exited the garage on each date during the specified period.

C.2 Parking Spaces

1. Location should be within a two (2) block radius of the United States Court of Appeals, Fifth Circuit, John Minor Wisdom Building, 600 Camp Street, Room 106, New Orleans, LA 70130.
2. Access 24 hours per day, 7 days a week, with unlimited in/out parking.
3. Allow self-parking only. Attendant parking is prohibited, and the parking facility shall not be allowed to keep any sets of keys belonging to Court personnel.
4. All parking spaces provided herein shall be on ground level or accessible on all other levels by at least two (2) elevators and stairs.
5. Paved, established parking areas with designated parking spaces.
6. Covered parking, secure from elements of weather.
7. A safe and secure environment with on duty attendant or restricted access (via card reader, keypad entry, etc.).
8. Well-lit throughout, including elevators, stairwells, entrances, and all areas accessible to Court personnel.
9. Vehicles should remain secured and free from damage.
10. Clean with appropriate ventilation and exhaust and free from any pests and pest debris.

SECTION D – PACKAGING AND MARKING

Reserved

SECTION E – INSPECTION AND ACCEPTANCE

The Library reserves all rights to inspect the premises prior to award and at any time during the term of this contract for compliance with the specifications as outlined in Section C of this solicitation.

SECTION F – DELIVERIES OF PERFORMANCE

F. 1 Period of Performance

The period of performance for this contract is October 1, 2020 through September 30, 2021.

The Library and the contractor shall have the option to cancel this contract providing written notice to the opposite party within a minimum of sixty (60) days in advance of the cancellation.

SECTION G – CONTRACT ADMINISTRATION

G.1 B-5 Clauses Incorporated by Reference (Sept 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>.

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
7-5	Contracting Officers Representative	APR 2013
7-125	Invoices	APR 2011

G.2 Clause 3-300 Registration in the System of Award Management (SAM) (APR 2013)

(a) Definition. As used in this clause -

“System for Award Management (SAM)” means the federal government owned and operated free website that replaced the Central Contractor Registration (CCR) and is the primary government repository for contractor information required for the conduct of business with the government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.

“Registered in the SAM database” means that –

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database; and
- (2) The government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The contractor will be required to provide consent for TIN validation to the government as a part of the SAM registration process.

- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering process, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offer’s name and address exactly as stated in the offer. The DUNS number will be used by the contracting officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number –
 - (i) via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1 (866) 705-5711, if located within the United States; or
 - (ii) if located outside the United States, by contacting the local Dun and Bradstreet Office. The offeror should indicate that it is an offeror for a U.S. Government Contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) company legal business name;
 - (ii) trade style, doing business, or other name by which your entity is commonly recognized;
 - (iii) company physical street address, city, state and ZIP code;
 - (iv) company mailing address, city, state and ZIP code (if different from physical);
 - (v) company telephone number;
 - (vi) date the company was started;
 - (vii) number of employees at your location;
 - (viii) chief executive officer/key manager;
 - (ix) line of business (industry);
 - (x) company headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the SAM database within the time prescribed by the contracting officer, the contracting officer will proceed to award the contract to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (f) The contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM database does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual agreement.
- (g) Change of Name and Novation Agreements:
- (1) If a contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract to, but has not completed the necessary requirements regarding novation and change of name agreements, the contractor shall provide the responsible contracting officer a minimum of one business day's written notification of its intention to:
- (i) change the name in the SAM database;
 - (ii) comply with the requirements of the [Guide to Judiciary Policy, Vol. 14, § 745.55](#); and
 - (iii) agree in writing to the timeline and procedures specified by the responsible contracting officer. The contractor must provide with the notification, sufficient documentation to support the legally changed name.
- (2) If the contractor fails to comply with the requirements of paragraph (g) (1) of this clause, or fails to perform the agreement at paragraph (g)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information showing the contractor to be other than the contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds (EFT) clause of this contract.
- (h) Assignment of Claims
- The contractor shall not change the name or address of EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than the contractor will be considered incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
- (i) Offerors and contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.SAM.gov> or by calling 1 (866) 606-8220 or at <http://www.FSD.gov>.

G.3 Clause 3-305, Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)

Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration

(a) Method of Payment

- (1) All payments by the judiciary under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause.
- (2) In the event the judiciary is unable to release one or more payments by EFT, the contractor agrees to either:
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the judiciary to extend the payment due date until such time as the judiciary can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT Information

The judiciary shall make payment to the contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT Payment

The judiciary will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in [31 CFR part 210](#).

(d) Suspension of Payment

If the contractor's EFT information in the SAM database is incorrect, then the judiciary need not make payment to the contractor under this contract until correct EFT information is entered into the SAM database; and any invoice shall be deemed not to be a proper invoice.

(e) Liability for Uncompleted or Erroneous Transfers

- (1) If an uncompleted or erroneous transfer occurs because the judiciary used the contractor's EFT information incorrectly, the judiciary remains responsible for –
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.

- (2) If an uncompleted or erroneous transfer occurs because the contractor's EFT information was incorrect, or was revised within 30 days of judiciary release of the EFT payment transaction instruction to the Federal Reserve System, and:
- (i) If the funds are no longer under the control of the payment office, the judiciary is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the judiciary shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and Assignment of Claims

If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the contractor, or a financial institution properly recognized under a proper assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the judiciary, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(g) Liability for Change of EFT Information by Financial Agent

The judiciary is not liable for errors resulting from changes to EFT information made by the contractor's financial agent.

(h) Payment Information

The judiciary will not provide EFT payment information. Payment information may be obtained by registering as a payee vendor with the United States Department of the Treasury at <https://www.ipp.gov>. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received.

If the judiciary makes payment by check in accordance with paragraph (a) of this clause, the judiciary shall mail the check and any other payment information to the remittance address contained in the SAM database.

G.4 Clause 7-1, Contract Administration (JAN 2003)

- (a) The contracting officer and contracting officer's representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

G.5 Clause 7-10, Contractor Representative (JAN 2003)

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

Name:

Address:

Telephone:

Fax:

Email:

- (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.

G.6 Invoices

Parking costs must be billed monthly. All invoices should include a breakdown of the parking charges indicating the number of spots being invoiced and the rate per spot. Any credits issued for cancelled parking spots should be listed as a separate line item.

The first monthly payment will be made no less than 30 days after service is rendered. All subsequent payments will be made on the 1st business day of the month billed.

The Library will not pay, nor be responsible, for any lost/stolen ID or access cards issued to their employees by the contractor. Each employee will be individually responsible for payment to the contractor and retention of any replacement access cards.

If the contractor's billing address is different from that set out in the offer, it shall be provided below:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Reserved

SECTION I – CONTRACT CLAUSES

I.1 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/aspix>.

CLAUSE NUMBER	CLAUSE 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
2-5B	Inspection of Services	APR 2013
2-20C	Warranty of Service	JAN 2003
2-50	Continuity of Services	JAN 2003
2-115	Terms for Commercial Advance Payment of Purchases	APR 2013
2-120	Submission of Invoice	OCT 2006
2-125	Security for Advance Payment	APR 2013
3-3	Provisions, Clauses, Terms and Conditions – Small Purchases	JUN 2014
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	APR 2011
3-120	Order of Precedence	JAN 2003
3-205	Protest After Award	JAN 2003
6-40	Federal, State, and Local Taxes	JAN 2003
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 of Use of Information	APR 2013
7-85	Examination of Records	JAN 2003
7-110	Bankruptcy	JAN 2003
7-115	Availability of Funds	JAN 2003

7-125	Invoices	APR 2011
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discount for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-210	Payments 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

SECTION J – LIST OF ATTACHMENTS

J.1 Tax Exempt Status

The Fifth Circuit Court of Appeals, Library, is a government tax exempt organization. Our federal taxpayer identification number is 53-0197081. Any quotation responses are to be given based on our tax-exempt status. As the authorized negotiator, please sign below acknowledging the quotation amount is free of any taxable charges.

Name of Authorized Negotiator: _____

Title: _____

Company: _____

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 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>.

<u>PROVISION NO.</u>	<u>TITLE</u>	<u>DATE</u>
3-15	Place of Performance	JAN 2003

K.2 3-5 Taxpayer Identification and Other Offeror Information (APR 2011)

Taxpayer Identification

(a) Definitions

“Taxpayer Identification Number (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 relations 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 not a resident 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.

K.3 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 for 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 government 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 \$3,500 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 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 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. §1659. 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 collected 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) “Principals”, for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, 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 circumstance.
- (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 non-responsible.
- (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.

K.4 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;
 - (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 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.

K.5 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: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 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>.

<u>Number</u>	<u>Title</u>	<u>Date</u>
3-85	Explanation of Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instruction of Offers	APR 2013
3-115	Facsimile Offers	JAN 2003
3-135	Single or Multiple Awards	JAN 2003
7-60	Judiciary Furnished Property or Services	JAN 2003

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

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
 - (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
 - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

- (3) the protest shall include the following information:
- (i) name, address, and fax and telephone numbers of the protestor or its representative;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protestor;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protestor is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the issuing office address on the standard form, if any, or as provided elsewhere in this solicitation. Written and dated acknowledgment of the receipt must be obtained from the contracting officer issuing the solicitation, or authorized designee.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3 Provision 4-1, Type of Contract (JAN 2003)

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

L.4 Inquiries

The individuals responsible for supplying additional information and answering questions concerning the solicitation document is the contracting officer. All questions pertaining to this solicitation shall be submitted in writing to the contracting officer. Answers to questions will be provided to all offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the contracting officer NO LATER THAN TEN (10) CALENDAR DAYS from date of issuance of the solicitation document.

All correspondence relating to the solicitation document shall be submitted to:

United States Court of Appeals
Fifth Circuit Library
Attn: Jennifer C. French
John Minor Wisdom Building
600 Camp Street, Room 106
New Orleans, LA 70130
Telephone: (504) 310-7728
jennifer_french@ca5.uscourts.gov

L.5 General Instructions for the Preparation of Proposal

This section provides general instructions on how to prepare and submit a proposal in response to this solicitation.

L.5.1 Proposal Instructions

The offeror's proposal shall provide all the information requested below. A cover letter may accompany the proposal to set forth any additional information requested below. A cover letter may accompany the proposal to set forth any additional information the offeror wishes to bring to the attention of the Library.

L.5.2 Proposal Format

The offeror's proposal shall consist of a business technical proposal. The following is a summary of the required volume parts and sections prescribed in the paragraphs below.

L.5.3 The Offeror's Contents

The offeror's proposal shall contain the following elements:

L.5.3.1 Part 1 – Standard Form 33

Blocks 13, 14, 15, 16 and 18 of Standard Form 33 will be completed by the offeror, and Block 17 shall be signed to show the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the offeror who is authorized to commit the offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accomplished by evidence of the agent's authority.

L.5.3.2 Part 2 – Section K (Representations, Certifications, and Other Statements of the Offeror)

The offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitations document and resubmit the full section as part of the business technical proposal.

L.5.3.3 Part 3 – Assumptions, Conditions or Exceptions

The offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exists, including any which may be buried in the offeror's technical and price proposals.

L.5.3.4Part 4 – Technical Acceptability

In this section, offerors shall address the following:

1. Location of parking lot being offered:

2. The ability to meet requirements in Section C.

[] All requirements as outlined in Section C above can be met by offeror.

L.5.3.5Part 4 – Completed Section B

In this section, offerors are required to provide separate pricing for each contract line item number in Section B of the solicitation. All proposed pricing shall be firm fixed price.

L.5.4 Proposal Submission

The offeror shall submit the entire original solicitation package to the following address no later than

12:00 p.m. local time on Wednesday, September 12, 2020.

United States Court of Appeals
Fifth Circuit Library
Attn: Jennifer C. French
John Minor Wisdom Building
600 Camp Street, Room 106
New Orleans, LA 70130
Telephone: (504) 310-7728
Fax: (504) 310-8378
jennifer_french@ca5.uscourts.gov

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Evaluation of Proposals

M.1.1 General

The evaluation will be conducted using the evaluation criteria as set forth in this section. Each offer should contain the offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the contracting officer to fully explore and evaluate the merit of proposals submitted.

M.2 Evaluation Approach

Each proposal submitted in response to this solicitation will be evaluated for technical acceptability and lowest price.

M.3 Technical Acceptability Evaluation

To be considered technically acceptable, the proposal will be evaluated for the ability to meet requirements listed in Section C.

M.4 Price Evaluation

The offeror's proposed prices will be evaluated for the lowest firm-fixed price.

M.5 Contract Award

Multiple awards may be made from this solicitation. Contract award(s) will be made to the responsible offeror whose offer represents the technically acceptable, lowest cost to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal and price.