

SOLICITATION FOR REQUEST FOR PROPOSAL (RFP)
TO PARKING FACILITIES

Please take notice that the Staff Attorneys' Office for the United States Court of Appeals, 5th Circuit, has issued solicitation **No. USCA-5th-SAO-9/18** for procurement of parking spaces for its employees. Interested parties may obtain a copy of the solicitation from the Staff Attorneys' Office, 600 S. Maestri Place, 4th Floor, New Orleans, LA or contact Debby Laine at (504)310-8408 or email: debby_laine@ca5.uscourts.gov.

*The **deadline** for the submission of quotes is 4:30 p.m. on **August 3, 2018**.*



UNITED STATES COURT OF APPEALS
FIFTH JUDICIAL CIRCUIT
STAFF ATTORNEYS' OFFICE

MICHAEL E. SCHNEIDER
SENIOR STAFF ATTORNEY

600 S. MAESTRI PLACE
NEW ORLEANS, LOUISIANA 70130
TELEPHONE (504) 310-8504
FAX (504) 310-8499

JULY 6, 2018

RE: Leased Parking
Solicitation # USCA-5TH-SAO-9/18

To Whom It May Concern:

This is a request for open market pricing based on the terms and specifications set out in the enclosed solicitation. Quotes may be mailed, hand delivered, faxed or email to the address listed below by no later than 4:30pm local time on August 3, 2018.

A fixed price award from this solicitation will be made based on the lowest priced, technically acceptable offer.

Quotes and questions concerning this solicitation should be addressed to:

United States Court of Appeals Fifth Judicial Circuit
Staff Attorneys' Office
F. Edward Hebert Building
600 South Maestri Place, 4th Floor
New Orleans, LA 70130
(504) 310-8408
(504) 310-8499 - (facsimile)

Debby Laine, Contracting Officer
debby_laine@ca5.uscourts.gov

Enclosures

Request for Proposal

Leased Parking

Solicitation # USCA-5TH-SAO-9/18

United States Court of
Appeals Fifth Judicial Circuit
Staff Attorneys' Office
F. Edward Hebert Building
600 South Maestri Place, 4th Floor
New Orleans, LA 70130
(504) 310-8408

Debby Laine, Contracting Officer

SECTION B - PRODUCTS OR SERVICES AND PRICE/COSTS

B.1 Contract Pricing

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

B.2 Costs

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

The contractor shall provide 29 (twenty-nine) parking spaces at the monthly price below for the following contract period of September 1, 2018 through August 31, 2019:

Parking Spaces	Parking Space for Total of	Price Per Space Per Month	Total Price for 29 Spaces for 12 months
29	12 months	\$ _____	\$ _____

NAME OF THE PERSON AUTHORIZED TO SIGN OFFER

DATE

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 General Requirements

The Staff Attorneys' Office (hereinafter "SAO") of the United States Court of Appeals, Fifth Judicial Circuit, F. Edward Hebert Building, 600 South Maestri Place, 4th Floor, New Orleans, LA 70130, requires employee parking.

The SAO will have the right to cancel or add spaces if required due to changes in funding and/or personnel. The SAO 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.

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

C.2 Parking Spaces

1. Be located within a three block radius of the United States Court of Appeals, Fifth Judicial Circuit, F. Edward Hebert Building, 600 South Maestri Place, 4th Floor, New Orleans, LA 70130.
2. Provide covered parking in one location for Court personnel.
3. Provide a safe and secure environment for Court personnel.
4. Provide customary protection for Court personnel and their vehicles.
5. 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.
6. Be open for business twenty-four (24) hours per day, seven (7) days per week with unlimited ingress and egress.
7. Be well lit throughout, including elevators, stairwells, entrances, and all areas accessible to Court personnel.
8. Be a paved, established parking area with designated parking spaces.
9. Be clean with appropriate ventilation and exhaust.
10. All parking spaces provided herein shall be on ground level or accessible on all other levels by elevator and stairs.

SECTION D - PACKAGING AND MARKING

Reserved

SECTION E - INSPECTION AND ACCEPTANCE

Reserved

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance for this contract is September 1, 2018 through August 31, 2019, subject to the availability of funding on the part of the SAO.

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.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.aspx>.

Clause Number	Clause Title	Date
3-300	Registration in the System for Award Management (SAM)	APR 2013
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Representative	APR 2013
7-10	Contractor Representative	JAN 2003
7-125	Invoices	APR 2011
7-125 Alt 1	Invoices	JAN 2003
G-1	Ordering Instructions	

Clause 3-300, Registration in the System for Award Management (SAM)

Include the following clause as prescribed in [§ 330.10.30\(nn\)\(1\) \(Provisions and Clauses\)](#).

G.2 Registration in the System for Award Management (SAM) (APR 2013)

(a) Definitions. 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 +4 (DUNS+4) number" means the DUNS 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 agreement, 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 offeror'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 1866-705-5711 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) tradestyle, 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 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 does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (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, 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 transfer (EFT) clause of this contract.
- (h) Assignment of Claims
The contractor shall not change the name or address for 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 to be 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 1866-606-8220 or at <http://www.FSD.gov>.

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

Include the following clause as prescribed in [§ 330.10.30\(nn\)\(2\) \(Provisions and Clauses\)](#).

Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration (APR 2013)

- (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 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.

Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration

Include the following clause as prescribed in [§ 330.10.30\(nn\)\(3\) \(Provisions and Clauses\)](#).

Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (APR 2013)

- (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 payment due dates until such time as the judiciary makes payment by EFT (but see paragraph (d) of this clause).
- (b) Mandatory Submission of Contractor's EFT Information
 - (1) The contractor is required to provide the judiciary with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (j) of this clause by no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the same office.
 - (2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the office designated in paragraph (j).
- (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
- (1) The judiciary is not required to make any payment under this contract until after receipt, by the office designated in paragraph (j), of the correct EFT payment information from the contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice.
 - (2) If the EFT information changes after submission of correct EFT information, the judiciary shall begin using the changed EFT information no later than 30 days after its receipt by the office designated in paragraph (j) to the extent payment is made by EFT. However, the contractor may request that no further payments be made until the updated EFT information is implemented by the payment office.
- (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) 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 provide the EFT information required by paragraph (i) of this clause to the office designated in paragraph (j), and shall be paid by EFT in accordance with the terms of this clause. 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 provided by the contractor's financial agent.

(h) Payment Information

The judiciary will not provide EFT payment information. EFT 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 provided in accordance with paragraph (i) of this clause.

(i) EFT Information

The contractor shall provide the following information to the office designated in paragraph (j) of this clause. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contract official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent.
- (5) The contractor's bank account number and the type of account (checking, saving, or lockbox).

(j) Designated Office:

United States Court of Appeals Fifth Judicial Circuit
Staff Attorneys' Office
600 South Maestri Place, 4th Floor
New Orleans, LA 70130
(504) 310-8408
debby_laine@ca5.uscourts.gov

Provision 3-315, Submission of Electronic Funds Information with Offer Include the following provision as prescribed in § 330.10.30(nn)(4) (Provisions and Clauses).

Include the following provision as prescribed in [§ 330.10.30\(nn\)\(4\) \(Provisions and Clauses\)](#).

Submission of Electronic Funds Information with Offer (APR 2013)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation.

This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (i) of Clause 3-310, Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>Date</u>
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

G.3 Clause 7-1, Contract Administration (JAN 2003)

Include the following clause as prescribed in [§ 715.55\(a\) \(Clauses/Provisions\)](#).

- (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 a 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.4 Clause 7-10, Contractor Representative (JAN 2003)

Include the following clause as prescribed in [§ 715.55\(c\) \(Clauses/Provisions\)](#).

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

Name:
Address:
Telephone:
Email:
Fax:

- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

G.5. Invoices

Parking costs must be billed monthly.

Payment will be made in arrears for parking spaces occupied by SAO employees on a monthly basis.

SAO will not pay, nor be responsible, for any ID or access cards issued to SAO employees by the Contractor. Each SAO employee will be individually responsible for payment to the Contractor and retention of any required 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.aspx>

CLAUSE NUMBER	CLAUSE TITLE	DATE
2-50	Continuity of Services	JAN 2003
3-3	Provisions, Clauses, Terms and Conditions – Small Purchases	JUN 2014
6-40	Federal, State, and Local Taxes	JAN 2003
7-115	Availability of Funds	JAN 2003
7-125	Invoices	APR 2011
7-135	Payments	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

SECTION J - LIST OF ATTACHMENTS

Reserved

**SECTION K - REPRESENTATIONS AND 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 NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
3-15	Place of Performance	JAN 2003

K.2 3-5 Taxpayer Identification and Other Offeror Information

Include the following provision as prescribed in [§ 325.30.20\(b\) \(Written Solicitations\)](#) and [§ 330.10.30\(a\) \(Provisions and Clauses\)](#).

Taxpayer Identification and Other Offeror Information (APR 2011)

(a) Definitions

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):*

TIN has been applied for.

TIN is not required,

because: _____

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

sole proprietorship; [

] partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per [26 CFR 1.6049-4](#);

other _____

(f) *Contractor representations.*

The offeror represents as part of its offer that it is [___], is not [___] 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

Women Owned Business

Minority Owned Business (if selected then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or 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

Include the following provision as prescribed in [§ 330.10.30\(d\) \(Provisions and Clauses\)](#).

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are _____ are not ___presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have _____ have not ____, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
 - (C) are _____ are not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) have _____, have not _____, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

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

- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).
- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror 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

Include the following provision as prescribed in [§ 330.10.30\(f\) \(Provisions and Clauses\)](#).

Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or

- (C) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
 - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)
 - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);
 - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Provision 3-130, Authorized Negotiators

Include the following provision as prescribed in [§ 330.10.30\(y\) \(Provisions and Clauses\)](#).

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, telephone numbers, and e-mail address of the authorized negotiators*).

Name: _____
Telephone: _____
Fax: _____
E-mail: _____

K.6 Provision 3-135, Single or Multiple Awards

Include the following provision as prescribed in [§ 330.10.30\(z\) \(Provisions and Clauses\)](#).

Single or Multiple Awards (JAN 2003)

The judiciary may elect to award a single contract or to award multiple contracts for the same or similar products or services to two or more sources under this solicitation.

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

L.1 Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

*Include the following provision as prescribed in [Appx 1B, § B.2.1.\(a\)](#)
([Solicitation Provisions and Contract Clauses Prescribed in Appendix 1B](#)).*

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	AUG2004
3-95	Preparation of Offers	APR 2013
3-100	Instruction of Offers	APR 2013
3-135	Single or Multiple Awards	JAN 2003
7-60	Judiciary Furnished Property or Services	JAN 2003

L.2 Provisions 3-210, Protest (JUN 2014)

Include the following provision as prescribed in [§ 330.10.30\(II\) \(Provisions and Clauses\)](#).

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 of 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, 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 elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this 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

Include the following provision as prescribed in [§ 410.15.20 \(Solicitation Requirements\)](#).

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 Offeror is instructed to contact only the Contracting Officer in connection with any aspect of this procurement prior to contract award. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. The solicitation number, section and page number to which the question applies must be included in the inquiry. Answers to questions will be provided to all Offerors, giving due regard to the proper protection of proprietary information.

All questions pertaining to this solicitation are to be submitted to the Contracting Officer at debby.laine@ca5.uscourts.gov, NO LATER THEN TEN (10) CALENDAR DAYS prior to the deadline for receipt of quotations. Telephonic questions will not be accepted.

L.5 General Instructions for the Preparation of Proposal

This section provides 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 of 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 that the Offeror wishes to bring to the attention of the Staff Attorneys' Office.

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 paragraph below:

L.5.3 The Offeror's Contents

The offeror's proposal shall contain the following elements:

L.5.3.1 Part 1 Cover Sheet

Blocks 13, 14, 15, 16 and 18 of page 1 of standard form 33 (section A of the RFP) will be completed by the Offeror, and block 17 shall be signed to show that 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 contractual obligations. Erasures or other changes shall be initialed and dated by the individual signing the offer. Offers signed by an agent are to be accompanied 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 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 to the terms and conditions of this solicitation. If none are noted, the offeror agrees to comply with all terms and conditions. It is not the responsibility of the Judiciary to seek out and identify assumptions, conditions, or exceptions contained in an offeror's proposal.

L.5.3.4 Part 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.

L.5.3.5 Part 5 - 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.5.3.6 Proposal Submission

AN EMAILED COPY (SOFT COPY) OF THE PROPOSAL IS DUE NO LATER THAN AUGUST 3, 2018, BY 4:00PM CENTRAL TIME. Transmit to the proposal to the Contracting Officer at debby.laine@ca5.uscourts.gov, RE: Solicitation # USCA-5TH-SAO-9/18. Hard copies are not required.

L.5.5 Provision 3-115, Facsimile Offers

Include the following provision as prescribed in [§ 330.10.30\(v\) \(Provisions and Clauses\)](#).

Facsimile Offers (JAN 2003)

- (a) Definition
"Facsimile offer," as used in this provision, means an offer, revision or modification of an offer, or withdrawal of an offer that is transmitted to and received by the judiciary via facsimile machine.
 - (b) Offerors may submit facsimile offers as responses to this solicitation. Facsimile offers are subject to the same rules as paper offers.
 - (c) The telephone number of receiving facsimile equipment is: 504/310-8499.
 - (d) If any portion of a facsimile offer received by the contracting officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:
 - (1) the contracting officer immediately will notify the offeror and permit the offeror to resubmit the offer;
 - (2) the method and time for re-submission will be prescribed by the contracting officer after consultation with the offeror; and
 - (3) the re-submission will be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for re-submission prescribed by the contracting officer.
 - (e) The judiciary reserves the right to make award solely on the facsimile offer. However, if requested to do so by the contracting officer, the apparently successful offeror promptly shall submit the complete original signed offer.
-

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 merits of proposals submitted.

Provision 3-70 Determination of Responsibility

Include the following provision as prescribed in [§ 330.10.30\(n\) \(Provisions and Clauses\)](#).

Determination of Responsibility (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

M.1.1.2 Evaluation Approach

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

M.2.1.2.1 Technical Acceptability Evaluation

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

M.2.1.2.3 Price Evaluation

The Offeror's proposed prices will be evaluated for the lowest cost.

M.3 Contract Award

The Government intends to award a single or to award multiple contracts for the same or similar products or services to two or more sources under this solicitation contract. Contract award 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.