



MICHAEL E. SCHNEIDER
SENIOR STAFF ATTORNEY

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

600 S MAESTRI PLACE
FOURTH FLOOR
NEW ORLEANS, LOUISIANA 70130
TELEPHONE (504) 310-8504
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July 21, 2014

Re: Solicitation No. USCA-5TH-SAO-9/14

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 e-mailed to the address listed below by no later than 4:00 p.m. local time on August 8, 2014.

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:

Mary L. Vitrano or Betty Geiling Pertuit
United States Court of Appeals, 5th Circuit
Staff Attorneys' Office
600 South Maestri Place, 4th Floor
New Orleans, LA 70130
Telephone: 504-310-8407
Facsimile: 504-310-8499
e-mail: betty_pertuit@ca5.uscourts.gov

/bp

Enclosures

SOLICITATION FOR 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-9/14 FOR PROCUREMENT OF PARKING SPACES FOR ITS EMPLOYEES. INTERESTED PARTIES MAY OBTAIN A COPY OF THE SOLICITATION FROM THE STAFF ATTORNEYS' OFFICE, F. EDWARD HEBERT BLDG., FOURTH FLOOR, 600 S MAESTRI PLACE, NEW ORLEANS, LOUISIANA. THE DEADLINE FOR THE SUBMISSION OF QUOTES IS 4:00 P.M. ON AUGUST 8, 2014.

Request for Proposal

Leased Parking

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 27 (twenty-seven) parking spaces at the monthly price below for the following contract period of September 1, 2014 through August 31, 2015:

Qty	Unit	Unit Price	Total Price
12	mo.	\$ _____	\$ _____

Price per parking space per month: \$ _____

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.

Reserved

SECTION D - PACKAGING AND MARKING

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, 2014 through August 31, 2015, 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>

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

G.2 Clause 7-1, Contract Administration (JAN 2003)

- (a) The contracting officer and contracting officer's technical 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.3 Clause 7-10, Contractor Representative (JAN 2003)

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

Name:
Address:
Telephone:
E-mail:
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.4. 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

Reserved

SECTION J - LIST OF ATTACHMENTS

**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 (APR 2011)

Taxpayer Identification

(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 26 U.S.C. §§ 6041, 6041A, reporting requirements of 3325(d) and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

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

- TIN has been applied for.
 TIN is not required,
because: _____

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

(e) *Type of organization:*

- sole proprietorship;
 partnership;
 corporate entity (not tax-exempt);
 corporate entity (tax-exempt);
 government entity (federal, state or local); foreign government;
 international organization per-26 CFR 1.6049-4;
 other _____.

(f) *Contractor representations.*

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

- Women Owned Business*
 Minority Owned Business (if selected then one sub-type is required)
 Black American Owned
 Hispanic American Owned
 Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 Individual/concern, other than one of the preceding.

K.3 3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
 - (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples.
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a

proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

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

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

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; 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 (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: _____

Titles: _____

Telephone: _____

Fax: _____

E-mail: _____

**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	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 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 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 protester 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 protester 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 (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 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 THEN TEN 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 Judicial Circuit
Staff Attorneys' Office
F. Edward Hebert Building
Mary L. Vitrano
600 South Maestri Place, 4th Floor
New Orleans, LA 70130
(504) 310-8504
Solicitation # USCA-5TH-SAO-9/14

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 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 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.5.3.4 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 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 4:00 p.m., Friday, August 8, 2014

Staff Attorneys' Office
United States Court of Appeals
Fifth Judicial Circuit
attn: Mary L. Vitrano or Debby Laine

F. Edward Hebert Building
600 South Maestri Place, 4th Floor
New Orleans, LA 70130
Telephone: (504) 310-8504
Fax: (504)310-8499
e-mail: mary_vitrano@ca5.uscourts.gov
Solicitation # USCA-5TH-SAO-9/14

Provision 3-115, Facsimile Offers (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 (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 contract resulting from this solicitation. 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.