



CAROL L. MICHEL
CLERK OF COURT

**SHARED ADMINISTRATIVE SERVICES
U.S. DISTRICT COURT & U.S. PROBATION OFFICE
EASTERN DISTRICT OF LOUISIANA
500 POYDRAS STREET
ROOM B-208
NEW ORLEANS, LA 70130**



TRACY L. COLEMAN
CHIEF PROBATION OFFICER

***Open Market Request for Proposals
Lowest Price, Technically Acceptable
Employee Parking***

August 6, 2024

Solicitation Number: 24-0001

To: All Parking Vendors

The United States District Court for the Eastern District of Louisiana, New Orleans, Louisiana is interested in providing subsidized parking for its employees for the period September 1, 2024 through August 31, 2025.

Attached is a multi-page document (Request for Proposals) that the Court is required to distribute to all potential vendors. This document provides all necessary information.

To submit an offer please complete the section captioned "OFFER" on the first page, items 12 through 18, and provide all information in the entire document as applicable. Please return the completed solicitation via e-mail to [Kevin Payre@laed.uscourts.gov](mailto:Kevin.Payre@laed.uscourts.gov), mail, or fax to (504) 589-7522, by **5:00 P.M. on Friday, August 23, 2024. All offers must be valid for 60 days.**

Award of this contract is contingent upon availability of fiscal year 2024 funds, and the interest of court employees.

If you would like to include additional information, you may do so by letter and attach the same to the Request for Proposals when it is returned to this office. If you have any questions, please contact Kevin Payre at (504) 589-7678.

Thank you,

Kevin Payre
Contracting Officer

SOLICITATION, OFFER, AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER LAEDCLERK24-0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/06/2024
6. REQUISITION/PURCHASE NUMBER LAEDCLERK24-0009						
7. ISSUED BY U.S. District Court Shared Administration Office 500 Poydras Street RM B-208 Hale Boggs Federal Building New Orleans, LA 70130			CODE LAE_DC		8. ADDRESS OFFER TO (If other than Item 7)	

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

SOLICITATION			
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in <u>U.S. District Court Room B208</u> until <u>17:00:00</u> local time <u>08/23/2024</u> (Hour) (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 3-100. All offers are subject to all terms and conditions contained in this solicitation.			

10. FOR INFORMATION CALL:	A. NAME KEVIN PAYRE	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS KEVIN_PAYRE@laed.uscourts.gov
		AREA CODE (504)	NUMBER 589-7678	EXT.

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	6-7
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4	J		LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	8-10
X	F	DELIVERIES OR PERFORMANCE	5	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	11-13
X	G	CONTRACT ADMINISTRATION DATA	5	X	M	EVALUATION FACTORS FOR AWARD	14
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes a minimum offer 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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS	
				NUMBER	PERCENTAGE

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

15B. TELEPHONE NUMBER			17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	
--	--

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 AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	
24. ADMINISTERED BY (if other than Item 7)	CODE	LAE_DC
25. PAYMENT WILL BE MADE BY U.S. District Court Shared Administration Office 500 Poydras Street RM B-208 Hale Boggs Federal Building New Orleans, LA 70130		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. DATE 8/6/24

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

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
B	Supplies or Services and Prices/Costs	4
	B.1 CONTRACT PRICING.....	4
C	Descriptions/Specifications/Statement of Work	4
	C.1 GENERAL REQUIREMENTS AND SPECIFICATIONS	4
	C.2 PARKING SPACES.....	5
D	Packaging and Marking	5
E	Inspection and Acceptance.....	5
F	Deliveries or Performance	5
	2-60 Stop-Work Order.....	5
	F.1 PERIOD OF PERFORMANCE.....	5
G	Contract Administration Data	5
	7-125 Invoices	5
	2-120 Submission of Invoice.....	5
	7-5 Contracting Officer's Representative	5
	7-1 Contract Administration.....	5
	7-10 Contractor Representative.....	6
H	Special Contract Requirements	6
	1-1 Employment by the Government	6
I	Contract Clauses	6
	1-5 Conflict of Interest	6
	1-10 Gratuities or Gifts.....	6
	2-55 Privacy or Security Safeguards.....	6
	2-115 Terms for Commercial Advance Payment of Purchases	6
	2-115 Alt 1 Terms for Commercial Advance Payment of Purchases	6
	2-125 Security for Advance Payment	6
	3-25 Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.....	6
	3-35 Covenant Against Contingent Fees.....	6
	3-40 Restrictions on Subcontractor Sales to the Judiciary	6
	3-45 Anti-Kickback Procedures	7
	3-50 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	7
	3-55 Price or Fee Adjustment for Illegal or Improper Activity	7
	3-105 Audit and Records.....	7
	3-120 Order of Precedence.....	7
	3-140 Notice to the Judiciary of Labor Disputes	7
	3-205 Protest after Award	7
	5-1 Payments under Personal and Professional Services Contracts.....	7
	5-5 Nondisclosure (Professional Services).....	7
	7-25 Indemnification.....	7
	7-30 Public Use of the Name of the Federal Judiciary.....	7
	7-35 Disclosure or Use of Information.....	7
	7-40 Judiciary-Contractor Relationships.....	7
	7-85 Examination of Records.....	7
	7-100B Limitation of Liability (Services).....	7
	7-110 Bankruptcy.....	7
	7-115 Availability of Funds	7
	1-15 Disclosure of Contractor Information to the Public.....	7
	7-130 Interest (Prompt Payment)	7
	7-135 Payments	7
	7-140 Discounts for Prompt Payment	7
	7-150 Extras	7
	7-185 Changes.....	7
	7-210 Payment for Emergency Closures.....	7
	7-215 Notification of Ownership Changes.....	7
	7-220 Termination for Convenience of the Judiciary (Fixed Price)	7
	7-230 Termination for Default - Fixed-Price Products and Services	7
	7-235 Disputes.....	7
	B-5 Clauses Incorporated by Reference.....	7
	7-120 Availability of Funds for the Next Fiscal Year.....	8
J	List of Attachments	8
K	Representations, Certifications and Other Statements of Offerors or Respondents	8

	3-15 Place of Performance	8
	3-5 Taxpayer Identification and Other Offeror Information	8
	3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	9
	3-30 Certificate of Independent Price Determination	10
	3-130 Authorized Negotiators	11
L	Instructions, Conditions and Notices to Offerors or Respondents	11
	3-85 Explanation to Prospective Offerors	11
	3-95 Preparation of Offers	11
	3-100 Instructions to Offerors	11
	7-60 Judiciary Furnished Property or Services	11
	B-1 Solicitation Provisions Incorporated by Reference	11
	3-210 Protests	11
	4-1 Type of Contract	12
	3-115 Facsimile Offers	12
	L.1 Inquiries	12
	L.2 General Instructions for the Preparation of Proposals	13
M	Evaluation Factors for Award	14
	3-70 Determination of Responsibility	14
	M.1 Evaluation of Proposals	14

Section B - Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	LEASED PARKING FOR U.S. DISTRICT COURT EMPLOYEES	120	Month		

Period of Performance:09/01/2024 - 08/31/2025

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	COST PER CARD FOR NEW CARDS AND/OR REPLACEMENT CARDS, IF APPLICABLE	1	Month		

Period of Performance:09/01/2024 - 08/31/2025

B.1 CONTRACT PRICING

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

CLIN Description

0001 Parking Spaces - Covered spaces in one location within a two block radius of the U. S. District Court Eastern District of Louisiana located at 500 Poydras St., New Orleans, LA 70130. The facility must have seven days a week, 24-hour "in and out" access with conditions described in Section C.2.

	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price Per Month</u>
Not to exceed 120 spaces	_____	\$_____	\$_____

Note: The Court is tax exempt

Section C - Descriptions/Specifications/Statement of Work**C.1 GENERAL REQUIREMENTS AND SPECIFICATIONS**

The United States District Court, Eastern District of Louisiana, 500 Poydras Street, New Orleans, Louisiana requires employee parking for the period of **September 1, 2024 to August 31, 2025** as detailed herein.

Payment will be made based on the number of spots occupied per month. The total number of parkers may change depending on staff changes (up to 120 total spots per month). Payment shall be made on a full or half month basis (no daily proration). The full month rate shall apply to spots occupied for greater than (15) total days in a month; the half month rate shall apply to spots occupied from (1) to (15) total

days in a month.

Payment shall be made in monthly arrears following the close of the invoiced month.

Note: The Court is tax exempt.

(a) As prescribed in 220.55.30.a.(4), upon satisfactory completion of the first month of performance under this contract and approval by the Contracting Officer, the contractor may invoice and receive payment.

(b) If the Contracting Officer does not consider the Contractor's financial condition to provide adequate security, the Contractor must provide an irrevocable letter of credit from a federally insured financial institution in an amount equal to the advance payment requested.

C.2 PARKING SPACES

The Government will require approximately 120 covered spaces in one location within a two block radius of the U. S. District Court. The facility must have seven days a week, 24-hour "in and out" access. The number of spaces needed may change during the term of the contract. If additional spaces are needed by the court during the period of performance, the Contractor shall give the court the first option on the newly available spaces.

Section D - Packaging and Marking No Clauses

Section E - Inspection and Acceptance No Clauses

Section F - Deliveries or Performance

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

Clause	Title	Date
2-60	Stop-Work Order	JAN 2010

F.1 PERIOD OF PERFORMANCE

The period of performance for this contract is 09/01/24 - 08/31/25.

Section G - Contract Administration Data

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

Clause	Title	Date
7-125	Invoices	APR 2011
2-120	Submission of Invoice	OCT 2006
7-5	Contracting Officer's Representative	APR 2013

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 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.

(END)

7-10 Contractor Representative JAN 2003

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

Name: _____
 Address: _____
 Telephone: _____
 Email: _____
 Fax: _____

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

(END)

Section H - Special Contract Requirements

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

Clause	Title	Date
1-1	Employment by the Government	JAN 2003

Section I - Contract Clauses

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

Clause	Title	Date
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
2-55	Privacy or Security Safeguards	JAN 2003
2-115	Terms for Commercial Advance Payment of Purchases	APR 2013
2-115 Alt 1	Terms for Commercial Advance Payment of Purchases	OCT 2006
2-125	Security for Advance Payment	APR 2013
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003

Clause	Title	Date
3-40	Restrictions on Subcontractor Sales to the Judiciary	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-205	Protest after Award	JAN 2003
5-1	Payments under Personal and Professional Services Contracts	APR 2013
5-5	Nondisclosure (Professional Services)	JAN 2003
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary-Contractor Relationships	JAN 2003
7-85	Examination of Records	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-115	Availability of Funds	JAN 2003
1-15	Disclosure of Contractor Information to the Public	AUG 2004
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-185	Changes	APR 2013
7-210	Payment 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

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

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a

clause may be accessed electronically at this address:
<http://www.uscourts.gov/procurement.aspx>.

(END)

7-120 Availability of Funds for the Next Fiscal Year

JAN 2003

Funds are not presently available for performance under this contract beyond September 30, 2025.. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond August 31, 2024, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(END)

Section J - List of Attachments

Section K - Representations, Certifications and Other Statements of Offerors or Respondents

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

Clause	Title	Date
3-15	Place of Performance	JAN 2003

3-5 Taxpayer Identification and Other Offeror Information

APR 2011

(a) Definitions

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

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

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

(d) Taxpayer Identification Number (TIN):

☐ TIN has been applied for.

☐ TIN is not required, because: _____

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) Contractor Representations

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

☐ Women Owned Business

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

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(END)

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 fi-

nal tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(END)

3-30 Certificate of Independent Price Determination

JAN 2003

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END)

3-130 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: _____

Titles: _____

Telephone: _____

Fax: _____

Email: _____

(END)

Section L - Instructions, Conditions and Notices to Offerors or Respondents

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

Clause	Title	Date
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100	Instructions to Offerors	APR 2013
7-60	Judiciary Furnished Property or Services	JAN 2003

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

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 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 protester;

(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) 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 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.

(END)

4-1 Type of Contract

JAN 2003

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

(END)

3-115 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: 504-589-7522.

(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 resubmission 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.

(END)

L.1 Inquiries

The individual responsible for supplying additional information and answering inquiries 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 must be received by the Contracting Officer NO LATER THAN August 16, 2024.**

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

*U. S. District Court - Eastern District of Louisiana
Kevin Payre
500 Poydras St., Room B-208
New Orleans, LA 70130
(504) 589-7678
Solicitation Number: SO1 LAEDCLERK24-0001*

L.2 General Instructions for the Preparation of Proposals

L.2.1 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 that the Offeror wishes to bring to the attention of the **U. S. District Court, Eastern District of Louisiana.**

L.2.2 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.2.3 Proposal Contents

The offerors proposal shall contain the following elements:

L.2.3.1 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 to 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.2.3.2 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 solicitation document and resubmit the full section as part the Business/Technical Proposal.

L.2.3.3 Part 3 - Assumptions, Conditions, or Exceptions

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

L.2.3.4 Part 4 - Technical Excellence

In this section, offerors shall address the following:

1. Safety of employees, including security measures in place at the facility. This includes number of facility personnel on site during operating hours and any security surveillance conducted.
2. Convenience, this includes location of the facility and accessibility to the court.
3. Flexibility, includes hours of operation of the facility and availability of additional parking spaces.
4. Covered spaces in one location within a two block radius of the U. S. Courthouse, 500 Poydras St., New Orleans, LA 70130. The facility must have seven days a week, 24-hour "in and out" access with conditions described in Section C.2.

L.2.3.5 Part 4 - Completed Section B

In this section, all proposed pricing shall be fixed price per parking space. Quantities may change on a monthly basis.

Section M - Evaluation Factors for Award

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

Clause	Title	Date
3-70	Determination of Responsibility	JAN 2003

M.1 Evaluation of Proposals

The Government will award to the vendor whose quote provides the lowest priced, technically acceptable offer to the court, and has met the criteria in the specifications listed in section C.2.

NOTE: AWARD OF THIS CONTRACT IS CONTINGENT UPON THE AVAILABILITY OF FISCAL YEAR 2024 FUNDS. ALL QUOTES MUST BE VALID FOR 60 DAYS.