

**REQUEST FOR QUOTE**



**United States District Court  
Central District of California**

**RFP: USDC21\_FISCALCOURIER**

Rosa Gallardo  
Contracting Officer  
United States District Court  
Central District of California  
255 E. Temple Street  
Procurement Department Suite 1100  
Los Angeles, CA 90012

**Open Market  
Request for Quote (RFQ)**

RFP Number: USDC21\_FISCALCOURIER  
Request Date: August 28, 2020

The United States District Court, Central District of California, requests a quote for armed courier services in accordance with the attached Statement of Work. The solicitation number is USDC21\_FISCALCOURIER. Please see the attached for the following additional information: Instructions for completion of the quote, Statement of Work, and applicable terms and conditions. **Quotes are due September 18, 2020 by 2:00 p.m. local time.**

A fixed price contract will be awarded from this RFQ based on the lowest price, technically acceptable offer.

Quotes shall be sent via email to [Rosa A Gallardo@cacd.uscourts.gov](mailto:Rosa_A_Gallardo@cacd.uscourts.gov):

United States District Court  
Central District of California  
255 E. Temple Street  
Procurement Department, Suite 1100  
Los Angeles, CA 90012

Submit a quote in accordance with the instructions in Section L of the solicitation. Quotes and questions concerning this RFQ shall be addressed IN WRITING ONLY to Rosa Gallardo, Contracting Officer.

**Questions Due Date: September 14, 2020 by 2:00 p.m. local time**

**Quotes Due Date: September 18,2020 by 2:00 p.m. local time**

Sincerely,

Rosa Gallardo  
Contracting Officer  
United States District Court  
Central District of California  
255 E. Temple Street,  
Procurement Department, Suite 1100  
Los Angeles, CA 90012

**Part I – THE SCHEDULE Section A**

**Solicitation/Contract Form**

<b>SOLICITATION, OFFER AND AWARD</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>	RATING	PAGE	OF	PAGES
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2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC21_FiscalCourier	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY United States District Court, Central District of California 255 E. Temple Street, Suite 1100, Los Angeles, CA 90012	CODE	8. ADDRESS OFFER TO (if other than item 7) Rosa Gallardo, Contracting Officer
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in Block 7 until 2:00 pm local time 9/18/2020  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Rosa Gallardo, Contracting Officer	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXTENSION 213 894 1545	C. E-MAIL ADDRESS
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	3	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	12-13
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	14
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	15-19
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	8	<input checked="" type="checkbox"/>	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	20-22
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	8-10	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	23
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	11				

**OFFER (Must be fully completed by offeror)**

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 30 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) <input checked="" type="checkbox"/>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

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

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

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

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

[END OF SECTION A]

**Section B      Products or Services and Prices/Costs**

B.1 The contractor shall provide armed courier services in accordance with the specifications outlined in the following Statement of Work (SOW). Pricing is inclusive of all services described in the SOW. The monthly fixed pricing includes fuel surcharges.

Item No.	Description	Qty	Monthly Price	Total Price (12 months)
1	Coverage Period: 10/01/2020 – 09/30/2021	1		
2	Additional Charges for overages			
			Total:	

[END OF SECTION B]

## **Section C Description/Specifications/Statement of Work**

The Fiscal Section of United States District Court, Central District of California's (USDC's) Department of Financial Services requires the services of a licensed and bonded professional courier to transport daily cash and check deposits from Edward R. Roybal Federal Courthouse, 255 E. Temple Street, Suite 1141 (Eleventh floor), Los Angeles, CA 90012 to USDC's financial institution for deposit with the United States Treasury. Every day, the section processes thousands of dollars' worth of currency and checks from all three USDC divisions. Thus, it is imperative USDC engage the services of a competent, professional courier who is able to take custody of and securely transport cash and other negotiable instruments to the designated destination.

- C.1 The contractor shall pickup deposit daily with delivery to the designated financial institution the same day. The daily average can be between \$100,00 to \$450,000. Daily service is defined as Monday through Friday, excluding federal holidays. USDC's financial institution is within five miles.
- C.2 The contractor shall provide two armed couriers and an armored vehicle for transporting deposits. While performing services, the contractor's couriers shall wear a company uniform, including an identification badge containing the following information: company name, employee photograph, employee signature, and employee printed name and title.
- C.3 The contractor's couriers shall report to USDC's Fiscal section cashier window to pick-up and sign for deposit. Couriers shall sign for every deposit received at the time of pick-up. Such receipt, when signed by the couriers, shall constitute evidence that the deposit has been received and that the contractor accepts, as stated, responsibility for the deposit. Any and all liability which arises or may arise under this contract begins with the courier's acceptance of the deposit and terminates with the courier's delivery of the deposit to the designated financial institution's consignee.
- C.4 The contractor shall provide armed, professional, reliable, trained and experienced couriers to ensure the safe handling of deposits to prevent the risk of robbery, and damage/loss from the elements of nature.
- C.5 The contractor shall ensure all designated couriers are qualified to use the type of weapon issued by the contractor.
- C.6 Contractor shall be responsible for maintenance and inspections of the armored vehicle.
- C.7 Project Management: The contractor shall manage the total work effort associated with the equipment and services required herein to fully assure timely execution of the requirements. Project Management is a full range of duties including, but not limited to, planning and scheduling.
- C.8 The contractor shall provide all necessary equipment and personnel to perform the requirements of this contract.
- C.9 Contractor is required to send appropriate personnel to attend a kick-off meeting following award of the contract, such meeting to be scheduled by the Contracting Officer.

[END OF SECTION C]

**Section D      Packaging and Marking – RESERVED**

[END OF SECTION D]

**Section E      Inspection and Acceptance**

E.1 The following clause(s) are incorporated by reference into Section E (See clause B-5 in Section I below for further information)

Clause Number	Clause Title	Clause Date
2-5B	Inspection of Services	April 2013

[END OF SECTION E]

**Section F Deliveries or Performance**

F.1 Place of Performance

F.1.a Pick-up location is at the following address:  
United States District Court, Central District of California  
255 E. Temple Street  
Fiscal Department, Suite 1178  
Los Angeles, CA 90012

F.1.b Delivery location shall be a financial institution within five miles from USDC.

F.2 Period of Performance

F.2.a The term of the contract is 12 months beginning October 01, 2020 and ending September 30, 2021

F.3 Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the awarded contract, the contractor shall immediately notify USDC’s Contracting Officer and COR by telephone or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this awarded contract.

F.4 The following clause(s) are incorporated by reference into Section F (See clause B-5 in Section I below for further information

Clause Number	Clause Title	Clause Date
2-60	Stop-Work Order	January 2010

[END OF SECTION F]

**Section G Contract Administration Data**

G.1 Invoices

G.1.a Contractor shall invoice each month after the services are rendered. Payment terms are NET 30. Contractor shall submit invoices electronically to USDC’s Contracting Officer, or US mail to:



United States District Court  
Central District of California  
255 E. Temple Street  
Attn: Accounts Payable, Suite 1100  
Los Angeles, CA 90012

G.2 The following clause(s) are incorporated by reference into Section G (See clause B-5 in Section I below for further information)

Clause Number	Clause Title	Clause Date
7-1	Contract Administration	January 2003
7-5	Contracting Officer's Representative	April 2013
7-125	Invoices	April 2011

G.3 Clause 6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

- (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
- (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the contracting officer upon request.

(end)

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

(a) The contractor's representative to be contacted for all contract administration matters is as follows (**contractor completes 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.

[END OF SECTION G]

**Section H Special Contract Requirements**

H.1 The following clause(s) are incorporated by reference into Section H (See clause B-5 in Section I below for further information)

Clause Number	Clause Title	Clause Date
1-1	Employment by the Government	January 2003

[END OF SECTION H]

## Part II – Contract Clauses

### Section I Contract Clauses

I.1 The following clause(s) are incorporated by reference into Section I (See clause B-5 below for further information)

Clause Number	Clause Title	Clause Date
B-20	Computer Generated Forms	January 2003
1-5	Conflict of Interest	August 2004
1-10	Gratuities of Gifts	January 2010
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy or Security Safeguards	January 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	March 2019
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Judiciary	June 2014
3-45	Anti-Kickback Procedures	June 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	June 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	June 2012
3-105	Audit and Records	April 2011
3-120	Order of Precedence	January 2003
3-140	Notice to the Judiciary of Labor Disputes	January 2003
3-160	Service Contract Labor Standards	March 2019
3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multi-Year and Option Contracts)	March 2019
3-180	Fair Labor Standards Act and Service Contract Act – Price Adjustment	March 2019
3-205	Protest After Award	January 2003
3-300	Registration in the System for Award Management (SAM)	April 2013
7-20	Security Requirements	April 2013
7-25	Indemnifications	August 2004
7-30	Public Use of the Name of the Federal Judiciary	June 2014
7-35	Disclosure or Use of Information	April 2013
7-40	Judiciary-Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-135	Payments	April 2013
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-185	Changes	April 2013
7-210	Payment for Emergency Closures	April 2013
7-215	Notification of Ownership Changes	January 2003

7-220	Termination for Convenience of the Judiciary (Fixed Price)	January 2003
7-230	Termination for Default (Fixed Price – Products and Services)	January 2003
7-235	Disputes	January 2003

I.2 Clause(s) included in full text:

Clause 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>

(end)

Clause 7-115, Availability of Funds (JAN 2003)

Funds are not presently available for this contract. The judiciary's obligation under this contract 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 until funds are made available to the contracting officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the contracting officer.

[END OF SECTION I]

**Part III – List of Documents, Exhibits, and Other Attachments**

**Section J List of Attachments**

Attachment Number	Document Name	Number of Pages
1	Service Contract Act Wage Determination No.: 2015-5613 Revision No.; 15 Date of Revision: 06/13/2020	22
2	AO 213 Vendor Information/Certification	2
3	WHD Publication 1313	2

[END OF SECTION J]

**Part IV – Representations and Instructions**

**Section K Representations and Certifications, and Other Statements of Offerors**

**K.1 Provision 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) 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 Native Hawaiians)

Asian-Pacific 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.2 Provision 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. §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 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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to the 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.3 Provision 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 his 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.4 Provision 3-130, Authorized Negotiators (JAN 2003)

The offeror represents that the following person(s) are authorized to negotiate on its behalf with the judiciary in connection with this solicitation:

Name: _____	Name: _____
Title: _____	Title: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
Fax: _____	Fax: _____

[END OF SECTION K]

## Section L Instructions, Conditions, and Notice to Offerors

L.1 The following provision(s) are incorporated by reference into Section L (See clause B-1 below for further information)

Provision Number	Provision Title	Provision Date
3-85	Explanation to Prospective Offerors	August 2004
3-95	Preparation of Offers	April 2013
3-100	Instructions to Offerors	April 2013
3-210	Protests	June 2014
7-60	Judiciary-Furnished Property or Services	January 2003

L.2 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>

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

The judiciary plans to award a fixed price contract under this solicitation, based on the lowest priced technically acceptable offer, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.4 Inquiries

All questions regarding this solicitation are to be sent via email to [Rosa\\_A\\_Gallardo@cacd.uscourts.gov](mailto:Rosa_A_Gallardo@cacd.uscourts.gov). The page number, section, and paragraph number of the solicitation applicable to each question are to be cited. Answers to questions will be provided to all potential Offerors in an amendment to this solicitation, as appropriate. Individual responses to email messages will not be sent.

L.5 Solicitation Copies and Enclosures

Only one (1) copy of the solicitation will be furnished to any individual firm. It shall be the responsibility of the individual firm to reproduce additional copies for its use.

L.6 Format and Instructions for Proposal Submission

The following are to be submitted to the Contracting Officer at the address shown in Block 7 of the SF33:

- a) Copy of the Business Proposal, Technical Proposal, and Assumptions, Conditions, or Exceptions. A cover letter may accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of USDC, excluding pricing information which is strictly limited to the price proposal.

- b) SF33, Solicitation, Offer and Award, completed and signed by the Offeror, constitutes the Contractor's acceptance of the terms and conditions of this solicitation USDC21\_FISCALCOURIER. Therefore, the SF33 shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. The Offeror shall complete Blocks 12 through 18, including the signature. 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.
- c) Offerors shall thoroughly examine and follow the requirement for the entire contents of each section of the solicitation document, without exception. Failure to do so shall be at the Offeror's own risk.
- d) The Court will not pay any Offeror's preparation costs in developing its proposal.
- e) Quote Preparation.

The Quote is to consist of three parts (1) Business Proposal, (2) Technical Proposal and (3) Assumptions, Conditions or Exceptions. In the proposal, the Contractor shall demonstrate the capacity to provide the services as outlined in this Statement of Work.

#### L.7 Business Proposal

Include the following in the Business Proposal:

1. Standard Form 33: Complete Block 12, 13 and 14, as applicable; 15, 16, 17 and 18.
2. Section G, Clause 7-10 – Contractor Representative: Provide requested information.
3. Section K, Representations and Certifications, providing all requested information.
4. Price Proposal: Section B completed. Only the prices identified in Section B will be considered and no other costs will be paid.
5. AO 213: Completed and signed

#### L.8 Technical Proposal.

The offeror's technical proposal will be used to determine whether the proposal is acceptable or unacceptable. To be considered technically acceptable, the proposal will be evaluated to determine whether the proposed services and approach meet the requirements in the solicitation and the offeror's capacity to satisfactorily perform the requirements under this solicitation. USDC will evaluate offeror's proposal for compliance with the solicitation's requirements. USDC reserves the right to conduct clarifications or discussions as necessary.

1. The offeror shall address how it intends to meet the requirements of Section C Description/Specifications/Statement of Work (SOW) of the RFQ. This shall consist of a narrative for each subsection which both demonstrates the offeror understands each section and demonstrates the approach the offeror will utilize to provide the required services.
2. Past Performance References: Contractor shall submit at least three (3) references that are most similar to the work of this solicitation performed in the past three (3) years; provide the company name, point of contact, telephone number and email address. The contractor is advised that

references may be contacted; therefore, the references should be knowledgeable of the contractor's performance.

L.9 Assumptions, Conditions or Exceptions

Identify any/all assumptions, conditions or exceptions to the terms and/or conditions of this solicitation. If none are noted, the offeror agrees to comply with all the terms and conditions. It is not the responsibility of USDC to seek out and identify assumptions, conditions or exceptions in an offeror's proposal.

L.10 Receipt of Proposals

Proposals are due no later than September 18, 2020 by 2:00 p.m. local time. Emailed quotes will be accepted.

L.11 **THE OFFEROR IS INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. CONTACT WITH ANY OTHER COURT OFFICIAL, EXCEPT THE CONTRACTING OFFICER CONCERNING THIS SOLICITATION MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FROM CONSIDERATION FOR AWARD.**

[END OF SECTION L]

**Section M      Evaluation Factors for Award**

M.1      Award

M.1.a      USDC plans to award a fixed price type of contract under this solicitation based on the lowest priced technically acceptable offer. Award will be made to the offeror that submits the lowest price technically acceptable offer.

M.1.b      To be deemed technically acceptable, the offeror’s quote shall clearly demonstrate the offeror understands each subsection in Section C and demonstrate the approach the offeror will utilize to provide the required services.

M.2      Past Performance

M.2.a      Past performance information provided in each offer will be reviewed to determine whether referenced past performance projects are relevant and recent. A past performance project will be considered relevant if it required the contractor to provide armed courier services similar in size, scope and complexity to the services required under this solicitation. Past performance will be considered recent if it was performed within the past three years. Information about the quality of an offeror’s past performance will be evaluated only for projects which have been determined to be both recent and relevant.

Customer references for recent, relevant past performance projects will be contacted and asked the following questions:

- Are/Were you satisfied with the courtesy and professionalism of the contractor in providing the services?
- Are/Were you satisfied with the quality and timeliness of the contractor in providing the services?
- Are/Were you satisfied with the contractor’s overall performance in providing all the services?
- Would you recommend this contractor?

M.2.b      The past performance of an offeror will be determined to be acceptable if responses to the quality questions are all “yes”. Any “no” responses may result in the offeror’s past performance being determined to be unacceptable. Unacceptable past performance will eliminate an offer from being considered for award.

M.3      The following provision(s) are incorporated by reference into Section M (See clause B-1in Section L for further information)

Provision Number	Provision Title	Provision Date
2-85A	Evaluation Inclusive of Options	January 2003
3-70	Determination of Responsibility	January 2003

[END OF SECTION M]