

**REQUEST FOR PROPOSAL**



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

**RFP: USDC16\_JURORPARKING**

**Open Market  
Request for Proposal (RFP)  
Services**

RFP Number: USDC16\_JURORPARKING  
Request Date: July 30, 2015

To: Prospective Offerors

The United States District Court, Central District of California, requests proposals for juror parking services in accordance with the attached Statement of Work. The solicitation number is USDC16\_JURORPARKING. Please see the attached for the following additional information: Instructions for completion of the proposal package, Statement of Work, and applicable terms and conditions.

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

Proposals shall be sent via email to [shelly\\_root@cacd.uscourts.gov](mailto:shelly_root@cacd.uscourts.gov), or by courier or hand-delivered to:  
United States District Court  
Central District of California  
312 N. Spring Street  
Procurement Department, Suite 523  
Los Angeles, CA 90012

Questions concerning this RFP shall be addressed IN WRITING ONLY to Shelly Root, Contracting Officer.

**Questions Due Date: August 06, 2015 by 2:00 p.m. local time**

**Proposal Due Date: August 20, 2015 by 2:00 p.m. local time**

Sincerely,

Shelly Root  
Contracting Officer  
United States District Court  
Central District of California  
312 N. Spring Street,  
Procurement Department, Suite 523  
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)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USDC16_JURORPARKING	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/30/2015	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY United States District Court, Central District of California 312 N. Spring St., Ste. 523, Los Angeles, CA 90012			8. ADDRESS OFFER TO (if other than item 7) Shelly Root, Contracting Officer		

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

9. Sealed offers in original and 0 copies for furnishing 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 08/20/2015  
(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 Shelly Root, Contracting Officer	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS shelly_root@cacd.uscourts.gov
		AREA CODE	NUMBER	EXTENSION

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OFFER (Must be fully completed by offeror)  
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-5)	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	15. 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.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Block 7 - 1 copy
24. ADMINISTERED BY (if other than item 7) Shelly Root, Contracting Officer		25. PAYMENT WILL BE MADE BY USDC Accounts Payable	
26. NAME OF CONTRACTING OFFICER (Type or print) Shelly Root		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 juror parking in accordance with the specifications outlined in the following Statement of Work (SOW). Pricing is inclusive of all services described in the SOW.

Table A: Base Year beginning October 01, 2015 and ending September 30, 2016.

Item No.	Description	Quantity	Price
101	Owner’s name, and name/address of parking lot:  _____  _____  _____	N/A	N/A
102	Juror Parking. Number of available parking spaces:  _____	300 Jurors estimated per month	Price per Juror flat daily rate: _____
103	Method of Validation: validation machine provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: _____
104	Method of Validation: online website access provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: _____
105	Method of Validation: bar code scanning from juror summons – contractor to provide scanner to USDC (validation by USDC jury personnel).	Monthly	Price per Month: _____
106	Method of Validation: bar code scanning from juror summons (validation by parking attendant).	Monthly	Price per Month: _____

Table B: Option Year 1 beginning October 01, 2016 and ending September 30, 2017.

Item No.	Description	Quantity	Price
201	Owner's name, and name/address of parking lot: <hr/> <hr/> <hr/> <hr/>	N/A	N/A
202	Juror Parking. Number of available parking spaces: <hr/>	300 Jurors estimated per month	Price per Juror flat daily rate: <hr/>
203	Method of Validation: validation machine provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
204	Method of Validation: online website access provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
205	Method of Validation: bar code scanning from juror summons – contractor to provide scanner to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
206	Method of Validation: bar code scanning from juror summons (validation by parking attendant).	Monthly	Price per Month: <hr/>

Table C: Option Year 2 beginning October 01, 2017 and ending September 30, 2018.

Item No.	Description	Quantity	Price
301	Owner's name, and name/address of parking lot:  <hr/> <hr/> <hr/> <hr/>	N/A	N/A
302	Juror Parking. Number of available parking spaces: <hr/>	300 Jurors estimated per month	Price per Juror flat daily rate: <hr/>
303	Method of Validation: validation machine provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
304	Method of Validation: online website access provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
305	Method of Validation: bar code scanning from juror summons – contractor to provide scanner to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
306	Method of Validation: bar code scanning from juror summons (validation by parking attendant).	Monthly	Price per Month: <hr/>

Table D: Option Year 3 beginning October 01, 2018 and ending September 30, 2019.

Item No.	Description	Quantity	Price
401	Owner's name, and name/address of parking lot:  <hr/> <hr/> <hr/> <hr/>	N/A	N/A
402	Juror Parking. Number of available parking spaces: <hr/>	300 Jurors estimated per month	Price per Juror flat daily rate: <hr/>
403	Method of Validation: validation machine provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
404	Method of Validation: online website access provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
405	Method of Validation: bar code scanning from juror summons – contractor to provide scanner to USDC (validation by USDC jury personnel).	Monthly	Price per Month: <hr/>
406	Method of Validation: bar code scanning from juror summons (validation by parking attendant).	Monthly	Price per Month: <hr/>

Table E: Option Year 4 beginning October 01, 2019 and ending September 30, 2020.

Item No.	Description	Quantity	Price
501	Owner's name, and name/address of parking lot:  _____  _____  _____	N/A	N/A
502	Juror Parking. Number of available parking spaces:  _____	300 Jurors estimated per month	Price per Juror flat daily rate: _____
503	Method of Validation: validation machine provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: _____
504	Method of Validation: online website access provided by contractor to USDC (validation by USDC jury personnel).	Monthly	Price per Month: _____
505	Method of Validation: bar code scanning from juror summons – contractor to provide scanner to USDC (validation by USDC jury personnel).	Monthly	Price per Month: _____
506	Method of Validation: bar code scanning from juror summons (validation by parking attendant).	Monthly	Price per Month: _____

[END OF SECTION B]

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

The Jury Section of United States District Court, Central District of California's (USDC) requires non-reserved parking spaces to accommodate people reporting for jury duty.

- C.1      The contractor shall provide juror parking Monday through Friday, excluding federal holidays. USDC's juror impanelment days are Tuesdays and jury trial days, if any trial is scheduled, are Mondays, Wednesdays, Thursdays and Fridays. The contractor shall offer parking it expects to have an availability of at least 100 and not more than 300 for each Tuesday, and at least 50 and not more than 150 for each Monday, Wednesday, Thursday and Friday. The contractor shall provide parking within a three-block radius of:
  - C.1.a      United States District Court, Central District of California  
              Western Division -Spring Street Courthouse  
              312 N. Spring Street  
              Los Angeles, CA 90012
  - C.1.b      United States District Court, Central District of California  
              Western Division – First Street Courthouse  
              350 First Street  
              Los Angeles, CA 90012
- C.2      The contractor shall provide juror parking from 7:00 a.m. to 7:00 p.m. and provide signage indicating the lot is open to the public and also accommodates juror parking.
- C.3      The contractor shall provide parking spaces which will accommodate standard-sized vehicles, SUVs and motorcycles.
- C.4      The contractor may provide an on-site parking attendant. The contractor's parking attendant shall not have access to any vehicle keys.
- C.5      The contractor shall provide indoor and/or outdoor parking.
- C.6      The contractor shall provide parking for jurors to self-park, lock and retrieve their vehicles at any time. No in-and-out privileges are needed.
- C.7      The contractor is prohibited from stacking vehicles or double-parking.
- C.8      The contractor shall provide delineated parking spaces with clearly marked lines, parking bumpers or numbers.
- C.9      The contractor shall provide a parking with internal maneuvering ranges to safely enter and exit individual parking spaces without affecting other vehicles.
- C.10     The contractor shall provide unrestricted access; delivery trucks and other standing/parking vehicles cannot block access to parking or adjacent streets.

- C.11 If providing multi-level parking, contractor shall provide an elevator which stops on each level.
- C.12 The contractor shall provide a safe and secure environment with adequate lighting and no significant security or personal safety concerns.
- C.13 The contractor shall be responsible for total maintenance and repairs of the parking area, including but not limited to, removal of trash and landscaping.
- C.14 The contractor shall provide its commercial parking agreement with terms and conditions.
- C.15 The contractor shall provide methods and prices for validation on the pricing tables in Section B.
- C.16 Project Management: The contractor shall manage the total work effort associated with the 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.17 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 - RESERVED**

[END OF SECTION E]

**Section F Deliveries or Performance**

F.1 Place of Performance is contractor’s parking lot.

F.2 Period of Performance

F.2.a The term of the contract is 12 months beginning October 01, 2015 and ending September 30, 2016, with four one-year options. Exercise of option year is not guaranteed and the USDC has the unilateral right to exercise, or not exercise, any option period in accordance with Clause 2-90D, Option to Extend the Term of the Contract.

F.2.b Option Year 1: October 01, 2016 – September 30, 2017  
Option Year 2: October 01, 2017 – September 30, 2018  
Option Year 3: October 01, 2018 – September 30, 2019  
Option Year 4: October 01, 2019 – September 30, 2020

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 COTR 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**

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  
312 North Spring Street  
Attn: Accounts Payable, Suite 523  
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 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	June 2014
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
3-205	Protest After Award	January 2003
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
7-85	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)

I.3 Clause 2-90C, Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than \_\_30\_\_ calendar days prior to the contract's current expiration date.

(end)

I.4 Clause 2-90D, Option to Extend the Term of the Contract (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_30\_\_ calendar days prior to the contract's current expiration date [insert the period of time within which the contracting officer may exercise the option]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_60\_\_ calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_5\_\_ years.

(end)

I.5 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	AO 213 Vendor Information/Certification	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 Marshal Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guan, 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
3-135	Single or Multiple Awards	January 2003
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 one or more fixed price, indefinite quantity contracts, 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 [shelly\\_root@cacd.uscourts.gov](mailto:shelly_root@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) 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 USDC16\_JURORPARKING. 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) Proposal Preparation.

The proposal is to consist of the Business Proposal.

#### 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 Receipt of Proposals

Proposals are due no later than August 20, 2015 by 2:00 p.m. local time. Emailed and hand-carried proposals will be accepted.

#### L.9 **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 one or more 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 proposed parking facilities must meet the stated technical requirements in Section C of this solicitation. USDC reserves the right to conduct a pre-award site visit to any proposed parking facility and to eliminate from consideration for award any parking facility failing to meet one or more minimum requirement(s).

M.2    The following provision(s) are incorporated by reference into Section M (See clause B-1 in Section L for further information)

Provision Number	Provision Title	Provision Date
3-70	Determination of Responsibility	January 2003

[END OF SECTION M]