

United States Bankruptcy Court
Eastern District of Louisiana
500 Poydras Street, Suite B-601
New Orleans, Louisiana 70130

May 20, 2021

Re: Solicitation No. USBC-21-1

To Whom It May Concern:

This is a request for tax-exempt open market pricing based on the terms and specifications set out in the enclosed solicitation. Quotes may be emailed or mailed to the address listed below. Quotes must be received no later than 3:00 PM local time on July 2, 2021.

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

Quotes and questions concerning this solicitation should be addressed to:

Denise Sawyer
Contracting Officer
United States Bankruptcy Court
Eastern District of Louisiana
500 Poydras Street, Suite B-601
New Orleans, LA 70130
Telephone: 504-589-7871
Email: Denise_Sawyer@laeb.uscourts.gov

Best Regards,

Denise Sawyer

/ds

Enclosures

STATEMENT OF WORK FOR PARKING CONTRACT

SERVICES AND COSTS

USBC-EDLA-21-1

Services:

The United States Bankruptcy Court for the Eastern District of Louisiana (hereinafter referred to as the "Court") intends to award a fixed price contract resulting from this solicitation for the lease of secure indoor parking spaces in accordance with the terms, conditions, and specifications set forth herein.

Costs:

Subject to the availability of funding, the Court currently anticipates leasing twenty (20) unreserved parking spaces for the period of September 1, 2021 through August 31, 2022. The Court will pay the total cost for the spaces.

The Court shall have the right to cancel or add spaces if required due to changes in funding and/or personnel. In the event of cancellations, the subject individuals shall be offered the opportunity to have their parking privileges transferred to personal contracts. If additional spaces are added to the contract, the monthly cost for these spaces shall be the same as provided in the contract.

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

The offeror shall provide the monthly cost for the contract period of September 1, 2021 through August 31, 2022 in the space provided:

Monthly Cost per Unreserved Parking Space = \$_____

SPECIFICATIONS

Parking Facility Specifications:

The parking facility shall:

1. Be located within a three-block radius of the Hale Boggs Federal Building located at 500 Poydras Street, New Orleans, Louisiana.
2. Provide covered parking for Court personnel.
3. Provide a safe and secure environment for Court personnel.
4. Provide customary protection for Court personnel and their vehicles.
5. Allow self-parking only. Attendant parking is prohibited, and the parking facility shall not be allowed to keep any sets of keys belonging to Court personnel.

6. Be open for business twenty-four (24) hours per day, seven (7) days per week with unlimited ingress and egress.
7. Be well lit throughout, including elevators, stairwells, entrances, and all areas accessible to Court personnel.
8. Be a paved, established parking area with designated parking spaces.
9. Be clean, with appropriate ventilation and exhaust.

The parking facility shall take all steps necessary to maintain the specifications as set forth above.

CONTRACT ADMINISTRATION

Clause 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 following 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.

Invoices:

As per the regulations of the federal government, all services must be paid in arrears; *e.g.*, parking costs for the month of April become due in May.

If the offeror's billing address is different from that set out in the offer, it should be provided below:

Billing DUNS Number: _____

Billing Address: _____

Contract Execution:

This contract shall be executed at the United States Bankruptcy Court, Eastern District of Louisiana, 500 Poydras Street, Room B-601, New Orleans, LA 70130.

Any deliverables, such as, new parking cards, shall be delivered at the time of contract execution.

Provision 2-85B Evaluation Exclusive of Options (JAN 2003)

The judiciary will evaluate offers for award purposes by including only the price for the basic requirement; *i.e.*, options will not be included in the evaluation for award purposes.

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 within thirty (30) calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least thirty (30) 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 five (5) years.

CONTRACT CLAUSES

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>

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>

Clause 3-3 Provisions, Clauses, Terms and Conditions – Small Purchases (JUN 2014)

Provision 3-5 Taxpayer Identification (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 and 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 this offer that it is ☐. ☐ 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.

Termination Clause:

Either party may voluntarily terminate the contract without cause and without liability for any termination costs, provided that the terminating party delivers to the other party written notice within at least sixty (60) days in advance of the termination date. The agreement may also be terminated by the Court any time a flaw in the contracting process is discovered.

EVALUATION FACTORS FOR AWARD

Evaluation Factors:

The award of this contract will go to the offeror who can provide the following minimum requirements at the lowest cost:

1. The number of spaces required, with the option to cancel or add spaces as needed;
2. Personal contracts to Court personnel who are removed from the Court's contract;
3. The same monthly cost for any spaces added;
4. A fixed monthly cost;
5. A properly maintained parking facility with the required specifications;
6. Acceptable payment terms; and
7. Adherence to the clauses and provisions set out herein.

Negotiations:

Negotiations will be entered into as needed.

Signature and Title of Parking Contractor

Date