

STATEMENT OF WORK FOR PARKING CONTRACT

SERVICES AND COSTS

USBC-EDLA-23-1

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 up to twenty (20) unreserved parking spaces for the period of September 1, 2023 through August 31, 2024 and September 1, 2024 – August 31, 2025. The Court will pay the cost for the spaces used, billed monthly, in arrears.

The Court shall have the right to cancel or add spaces if required due to changes in funding and/or personnel. 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 must provide two quotes. One with a pricing based on a multi-year award for two years and one based on pricing for year only. The purpose of the two quotes is to distinguish that entering into a two-year contract versus a one-year contract will allow for cost savings. See the breakdown of the quotes below:

Quote 1:

Two-Year Pricing:

The offeror shall provide the monthly cost for the contract period of September 1, 2023 through August 31, 2024 in the space provided:

Monthly Cost per Unreserved Parking Space = \$ _____

The offeror shall provide the monthly cost for the contract period of September 1, 2024 through August 31, 2025 in the space provided:

Monthly Cost per Unreserved Parking Space = \$ _____

Quote 2:

One Year Pricing:

The offeror shall provide the monthly cost for the contract period of September 1, 2023 through August 31, 2024 in the space provided:

Monthly Cost per Unreserved Parking Space = \$ _____

The quotes must prove there is at least a 5% savings offered for the multi-year cost over the cost of one year alone.

Please see Clause 4-160, Cancellation Ceiling on page 10 of this document. Please provide the rationale and supporting data for a proposed cancellation ceiling higher than the noted 1% of the second year's annual cost. The cancellation ceiling is only applicable to year two (2) and is the maximum charge the contractor can receive in the event of cancellation by the court.

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.

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>

Clause3-3 Provisions, Clauses, Terms and Conditions - Small Purchases

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

(a) The following provisions are incorporated by reference into the request for quotations (RFQ):

- (1) Provision 3-70, Determination of Responsibility (JAN 2003)
- (2) Provision 3-210, Protests (JUN 2014)
- (3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

(b) The contractor shall comply with the following clauses incorporated by reference:

- Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
- Clause 2-60, Stop-Work Order (JAN 2010)
- Clause 3-205, Protest After Award (JAN 2003)
- Clause 7-20, Security Requirements (APR 2013)
- Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
- Clause 7-35, Disclosure or Use of Information (APR 2013)
- Clause 7-85, Examination of Records (JAN 2003)
- Clause 7-125, Invoices (APR 2011)
- Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- Clause 7-150, Extras (JAN 2003)
- Clause 7-185, Changes (APR 2013)
- Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- Clause 7-210, Payment for Emergency Closures (APR 2013)
- Clause 7-235, Disputes (JAN 2003)

(c) The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:

- 1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
- 2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)

3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized.)

5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)

6) The following apply to services only:

Clause 1-1, Employment by the Government (JAN 2003)

Clause 1-5, Conflict of Interest (AUG 2004)

Clause 3-160, Service Contract Labor Standards (MAR 2019) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, except where Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements, or Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements apply. See (7)(g) and (7)(h) below.)

Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour contracts.)

Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAR 2019) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)

Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (MAR 2019) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)

(d) Inspection/Acceptance

The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:

within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and

before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable Delays

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) Termination for the Judiciary's Convenience

The judiciary reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for Cause

The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty

The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Provision 3-5, Taxpayer Identification and Other Offeror Information

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 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.

Clause 3-175, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multi-Year and Option Contracts)

Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multi-Year and Option Contracts) (MAR 2019)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute (41 U.S.C. § 6701 et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multi-year contract or the beginning of each renewal option period, will apply to this contract. If no such determination has been made applicable to this contract, then the federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. § 206) current on the anniversary date of a multi-year contract or the beginning of each renewal option period, will apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the contractor as a result of:

(1) the Department of Labor wage determination applicable on the anniversary date of the multi-year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) an increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) an amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The contractor shall notify the contracting officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the contracting officer. The contractor shall promptly notify the contracting officer of any decrease under this clause, but nothing in the clause will preclude the government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), any relevant supporting data, including payroll records, that the contracting officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates will be modified in writing. The contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The contracting officer or an authorized representative will have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor until the expiration of 3 years after final payment under the contract.

Clause 4-150, Cancellation Under Multi-Year Contracts

Cancellation Under Multi-Year Contracts (JUN 2014)

(a) "Cancellation," as used in this clause, means that the judiciary is canceling all line items for all products or services in the contract year(s) subsequent to that in which notice of cancellation is provided.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the contracting officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Judiciary clause.

(c) If cancellation under this clause occurs, the contractor will be paid a cancellation charge not exceeding the cancellation ceiling specified in the contract as applicable at the time of cancellation.

(e) The cancellation charge will cover only:

(1) Costs:

- (i) Incurred by the contractor and/or subcontractor;
- (ii) Reasonably necessary for performance of the contract; and
- (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Judiciary clause of this contract. The contractor shall submit the claim promptly but no later than 1 year from the date of notification that funds will not be made available for continued performance.

(f) The contractor's claim may include:

- (1) Reasonable fixed costs which are applicable to and normally would have been amortized in all products or services which are multi-year requirements;
- (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
- (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
- (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of contractor or subcontractor learning.

(g) The claim shall not include:

(1) Labor, material, or other expenses incurred by the contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding contract year. If so, the contractor agrees not to include in option quantities any costs of a startup or fixed nature that have been fully set forth in the contract. The contractor further agrees that the option quantities will reflect only those variable costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

Provision 4-155, Alternate Awards

Alternate Awards (JUN 2014)

If the solicitation has requested pricing for both a multi-year award and an award of a base year and option years, the judiciary reserves the right to award only the initial year's requirement, without options.

Clause 4-160, Cancellation Ceilings

Cancellation Ceilings (JUN 2014)

The cancellation ceilings applicable to each contract period are set forth below:

If Cancellation Takes Place Before ... The Cancellation Ceiling is ...

Contract Year 2	<u>The cancellation cost limited to 1% of the 2nd years' annual cost.</u>
Contract Year 3	N/A
Contract Year 4	N/A
Contract Year 5	N/A

Provision 4-165, Price Proposal Instruction – Multi-Year Contract

Price Proposal Instruction – Multi-Year Contract (JUN 2014)

Offerors must include in their price proposal a separate cancellation ceiling (on either a percentage or dollar basis) for each contract year subject to cancellation. Price proposals must include the rationale and supporting data for each proposed cancellation ceiling. Upon award, the applicable cancellation ceilings will be inserted in Clause 4-160. These ceiling amounts apply to any claim submitted under Clause 4-150 in the event of actual cancellation of the awarded contract, and will not be part of any price evaluation for award.

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. 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