

UNITED STATES DISTRICT COURT

**OFFICE OF THE CLERK
DISTRICT OF NEVADA**

**LLOYD D. GEORGE U. S. COURTHOUSE
333 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
(702) 464-5400**

DEBRA K. KEMPI
DISTRICT COURT EXECUTIVE/CLERK

VICENTE S. ANGOTTI
CHIEF DEPUTY, LAS VEGAS

**PROPOSED
FIX PRICE BLANKET PURCHASE AGREEMENT (BPA)**

The purpose of this Statement of Work is to come into agreement with the City of Las Vegas Nevada (the “City”) to lease secure parking spaces for jurors summoned for jury duty at the US District Court, District of Nevada in Las Vegas at the agreed rate and specified location, i.e., Triple B Parking Lot.

A blanket purchase agreement (BPA) does not constitute a legally binding contract at the time of award, and thus, no obligation must be recorded. It is a written agreement negotiated between the Court and the vendor that contains terms and conditions applying to future transactions between the parties and provides a simplified way of buying products and services (Guide Vol. 14 Ch4, §410.35.10).

The United States District Court, District of Nevada, Southern Office has an ongoing requirement to provide parking to sequestered, deliberating jurors on an as-needed basis. Jurors are under a time constraint and reliable parking is crucial. The United States District Court (USDC), District of Nevada, is not obligated to reach any minimum dollar amount of orders/jury parking permits under this BPA. The utilization of the vendor will be dependent upon the needs and requirements of the USDC, District of Nevada.

The jury parking services will be provided for potential and sitting jurors of the USDC, District of Nevada in Las Vegas. The safe, secure, and free of any hazards Triple B Parking Lot will facilitate up to sixty (60) spaces available Monday through Friday, 7 a.m. to 6 p.m. except Federal Holidays. It is expected that a juror or potential juror will be at the USDC a minimum of one (1) hour and up to nine (9) hours, although there is a potential to exceed. Fluctuation of potential and sitting jurors will depend on trials on a day-to-day basis.

The City will provide the USDC with pre-printed, individually numbered parking passes. Passes for short-term jury duty services will have a thirty (30) day expiration. On the other hand, passes for those jury members who serve their civic duty for extended periods of time will be hang tags with annual expiration dates.

The period of performance will be from October 1, 2023, and will last until July 31, 2024, unless terminated by either party upon written notice.

The agreed per vehicle price between the vendor and the USDC is \$3.50. The United States District Court, District of Nevada terms are net thirty (30) days. Invoices shall be submitted monthly to the Operations Manager, Ms. Amber Freeman for vehicles parked according to the weekly e-mail notices by the USDC on potential or sitting juror headcount.

Invoices shall include the following:

- an itemized bill to the mailing address;
- services rendered to the mailing address;
- vendor's contact information;
- invoice date and number;
- description of services provided;
- date when service was provided;
- number of vehicles;
- price per vehicle;
- and invoice total.

Billing address is: United States District Court, District of Nevada
Attn.: Amber Freeman, Operations Manager
333 Las Vegas Blvd. So., Ste. 1334
Las Vegas, NV 89101

The USDC is aware that the property owner has the right to close the parking lot for special events. In case of such occurrence, the City of Las Vegas Parking Services will relocate parking jurors to either the Neonopolis Parking Garage or the City Centre Parking Garage.

In addition, the Lease provides that the landlord under the Lease has the right to terminate the Lease upon sixty (60) days' notice in the event the landlord has determined to develop the parking lot into an alternative use. The USDC agrees that upon the exercise of the landlord of such termination right, this contract shall automatically terminate. In addition, the USDC acknowledges that the Lease reserves to the landlord the right to use four (4) spaces and that such spaces are marked for the exclusive use of the Landlord.

The Judiciary's Small Purchases Provisions and Clauses (see **Attachment III**) apply to each order placed under this Blanket Purchase Agreement. Provisions 3-5, Taxpayer Identification must be provided.

Notwithstanding anything to the contrary contained in this contract including in any items incorporated into this contract pursuant to Clause 3-3, the USDC acknowledges that the City is subject to the Nevada Public Records Act contained in Chapter 239 of the Nevada Revised Statutes. As a result, the City is subject to permit the general public to copy and receive a copy of this Contract. As a result, Landlord cannot keep this Lease confidential and may be required to disclose it to the general public and any such disclosure shall not be a violation of this contract.

The USDC acknowledges that the City does not provide any security on the parking lot and has no responsibility under this contract to provide any security notwithstanding anything to the contrary contained herein including in any items incorporated into this contract pursuant to Clause 3-3, including in any items incorporated into this contract pursuant to Clause 3-3. The USDC acknowledges that any jurors parking in the parking lot are doing so at their sole risk and that the City is not responsible for any harm done to them or their vehicles. The USDC agrees to hold harmless and indemnify the City from any claims brought by jurors, unless resulting from the City's gross negligence or willful misconduct.

Jury Parking Services

ATTACHMENT I

UNITED STATES DISTRICT COURT

**OFFICE OF THE CLERK
DISTRICT OF NEVADA**

**LLOYD D. GEORGE U. S. COURTHOUSE
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LAS VEGAS, NEVADA 89101
(702) 464-5400**

DEBRA K. KEMPI
DISTRICT COURT EXECUTIVE/CLERK

VICENTE S. ANGOTTI
CHIEF DEPUTY, LAS VEGAS

August 1, 2023

To Whom It May Concern:

The United States Courts and court related agencies, as a part of the Judicial Branch, are exempt from paying any state taxes. Tax Exempt Number is 88-6031053. The Guide to Judiciary Policy and Procedures, Volume 14, Chapter 6, paragraph 640.30.20 states the following:

“As a federal government establishment, the judiciary is constitutionally immune from state and local taxes imposed directly on it.”

Additionally, please be advised that the United States government does not issue Tax Exempt Certificates to any governmental entity or private vendor.

Should you have any further questions regarding this matter, please contact Ms. Patricia Albers, Financial Administrator at (702) 464-5440.

Respectfully,

DEBRA K. KEMPI, Clerk of Court

By:
Andrea Krlichka-Drew
Contracting Officer

ATTACHMENT II

Authorized Court Personnel Listing

An ordering official will communicate with the vendor electronically and/or telephonically to communicate weekly updates on number of jurors summoned for their jury duty services.

The ordering official will be either the Operations Manager, Ms. Amber Freeman, or a staff member of the USDC, District of Nevada. The ordering official will send to the Parking Services Manager, Ms. Maria Tamayo-Soto (smsoto@lasvegasnevada.gov) as well as the Parking Services Administrator, Ms. JoAnn Crolli (jcrolli@lasvegasnevada.gov) weekly e-mail notices on a headcount of potential and/or sitting jurors.

The Court accepts the order which becomes a binding contract when the ordering official confirms electronically and/or telephonically all requirements of the order.

ATTACHMENT III

BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS
Provisions and 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>.

(end)

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

(end)

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 sixty (60) calendar days prior to the contract's current expiration date, i.e., July 31, 2024; 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) Subject to paragraph (d) below, the total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty-six (36) months.
- d) The USDC acknowledges that the term of the Lease expires on July 31, 2024. The USDC agrees that no extension of the term of this contract may go beyond such termination date and that upon the expiration of the term of the Lease, this contract shall automatically terminate.

(end)

Clause 3-3. 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:
 - 1. Clause 1-15, Disclosure of contractor Information to the Public (AUG 2004)
 - 2. Clause 2-60, Stop-Work Order (JAN 2010)
 - 3. Clause 3-205, Protest After Award (JAN 2003)
 - 4. Clause 7-20, Security Requirements (APR 2013)
 - 5. Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
 - 6. Clause 7-35, Disclosure or Use of Information (APR 2013)
 - 7. Clause 7-85, Examination of Records (JAN 2003)
 - 8. Clause 7-125, Invoices (APR 2011)
 - 9. Clause 7-130, Interest (Prompt Payment) (JAN 2003)
 - 10. Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
 - 11. Clause 7-140, Discounts for Prompt Payment (JAN 2003)
 - 12. Clause 7-150, Extras (JAN 2003)
 - 13. Clause 7-185, Changes (APR 2013)
 - 14. Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
 - 15. Clause 7-210, Payment for Emergency Closures (APR 2013)
 - 16. 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 products only:
 - a. Clause 2-25A, Delivery Terms and contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
 - b. Clause 2-45, Packaging and Marking (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)

- c. Clause 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to purchase orders over \$15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U. S. Virgin Islands.)
- 7. The following apply to services only:
 - a. Clause 1-1, Employment by the Government (JAN 2003)
 - b. Clause 1-5, Conflict of Interest (AUG 2004)
 - c. Clause 3-160, Service Contract Act of 1965 (JUN 2012) (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements, or Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements apply. See (c)(7)g) and (c)(7)h) below.)
 - d. Clause 7-40, Judiciary – Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
 - e. Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)
 - f. Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour contracts.)
 - g. Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)
 - h. Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (APR 2011) (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:

- 1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and
- 2) 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. Notwithstanding anything to the contrary contained in this contract including in any items incorporated into this contract pursuant to Clause 3-3, the City shall not be liable to the USDC for any amounts in excess of the liability limits set forth in Nevada Revised Statutes 41.035 and such liability limits set forth in Nevada Revised Statutes 41.035 shall serve as a cap to any claim by the USDC against the City.

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.

(end)

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. §§ 7701c) and 3325d), 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. § 7701c) 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): 88-6000198

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

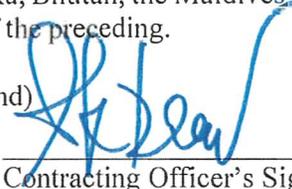
Jury Parking Services

f) Contractor representations.

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

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
- Black American Owned
- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- Individual/concern, other than one of the preceding.

(end)

 09/26/2023
 Contracting Officer's Signature and Date

Vendor's Signature and Date
Carolyn G. Goodman

Andrea Krlichka-Drew
Typed Name

Vendor's Typed Name
702-229-4700

702-464-5443

Vendor's Phone Number
702-382-2309

Phone Number
702-464-5424

Vendor's Fax Number
parkingpermits@lasvegasnevada.gov

Fax Number

Vendor's Email Address
350 S City Parkway, Las Vegas NV 89106

andrea.krlichkadrew@nvd.uscourts.gov
Email Address

Vendor's Address
88-6000198

Attest by: _____
LuAnn D. Holmes, MMC, City Clerk

TIN

Approved as to form: 

Crislove A. Igeleke
Deputy City Attorney

Proposed Fix Price Blanket Purchase Agreement

Council Meeting _____
Item No. _____