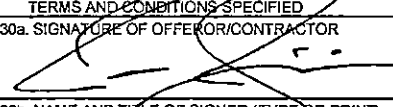
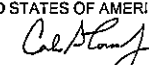


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER 15JA79-22-PR-0030	PAGE 1 OF 11
2. CONTRACT NO. 15JA7922P00000017	3. AWARD/EFFECTIVE DATE 12/23/2021	4. ORDER NUMBER	5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:			a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME
9. ISSUED BY U.S. Attorneys Office Southern District of Texas 1000 Louisiana St, STE 2300 Houston, TX 77002		CODE 15JA79	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR		
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 921190 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO U.S. Attorneys Office Southern District of Texas 11204 McPherson Road, Suite 100A Laredo, TX 78045		CODE UTXS	16. ADMINISTERED BY U.S. Attorneys Office Southern District of Texas 1000 Louisiana St, STE 2300 Houston, TX 77002		
17a. CONTRACTOR/OFFEROR WEBB, COUNTY OF Doing Business As: ECONOMIC DEVELOPMENT DEPT 1200 WASHINGTON ST LAREDO, TX 78040-8017 DUNS: 052767030 TELEPHONE NO.		CODE 746001587	FACILITY CODE 052767030	18a. PAYMENT WILL BE MADE BY U.S. Attorneys Office Southern District of Texas 1000 Louisiana St, STE 2300 Houston, TX 77002	
				CODE 15JA79 Procurement.USATXS@usdoj.gov	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Parking near the Laredo Federal Courthouse. 5 spaces at \$100.00 EA, total for one year \$6,000.00. Requesting 1 base year with three option years, total three years \$24,000.00 Firm Fixed Price See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA USA-2022-0322ADIR-JC5-TXS-USA-DIR-23202-2022				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  Digitally signed by CARLOS TORRES Date: 2021.12.23 17:25:41 -06'00'		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tano E. Tijerina Webb County Judge		30c. DATE SIGNED 12/20/21	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Carlos X Torres		31c. DATE SIGNED 12/23/2021

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YYMM/DD</i>)	42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Five (5) Assigned Parking spots located at 1200 Washington St. PSC: X1LZ Line Period of Performance: 01/01/2022 - 12/31/2022 Base Period	12	EA	\$500.0000	\$6,000.00
1001	Five (5) Assigned Parking spots located at 1200 Washington St. PSC: X1LZ Line Period of Performance: 01/01/2023 - 12/31/2023 Unexercised Option	12	EA	\$500.0000	\$6,000.00
2001	Five (5) Assigned Parking spots located at 1200 Washington St. PSC: X1LZ Line Period of Performance: 01/01/2024 - 12/31/2024 Unexercised Option	12	EA	\$500.0000	\$6,000.00
3001	Five (5) Assigned Parking spots located at 1200 Washington St. PSC: X1LZ Line Period of Performance: 01/01/2025 - 12/31/2025 Unexercised Option	12	EA	\$500.0000	\$6,000.00
Base Total:					\$6,000.00
Exercised Options Total:					\$0.00
Unexercised Options Total:					\$18,000.00
Base and Options Total:					\$24,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$6,000.00	USA-2022-0322ADIR-JC5-TXS-USA-DIR-23202-2022
		TOTAL: \$6,000.00	

Statement of Work

1.0 PURPOSE. This Parking Space(s) Lease Agreement (the "Lease") is entered into by and between the Webb County, a political subdivision of the State of Texas ("Lessor" "Contractor") and the U.S. Attorney's Office Southern District of Texas ("Lessee" or "The Government") subject to the following terms and conditions.

2.0 BACKGROUND. The Laredo USAO in the Southern District of Texas relocated offices from downtown Laredo and therefore no longer has adequate parking near the federal courthouse. The Southern District of Texas has received approval to lease five (5) spaces for the daily travel to and from the federal courthouse for official business.

3.0 SCOPE OF WORK.

Contractor will provide five (5) dedicated parking spaces for our employee usage. Parking will have in and out privileges Monday through Friday, this does not include weekends and holidays.

Cost of the contract is for twelve (12) months (the "initial term" beginning January 1, 2022 through December 31, 2022) with three one year options (Option Year 1: 1/1/2023 - 12/31/2023; Option Year 2: 1/1/2024 - 12/31/2024; Option Year 3: 1/1/2025 - 12/31/2025) for a total contract amount of \$24,000.00. A modification will need to be in place prior to any additional performance.

In the event additional performance of funding is required, Contractor should contact Carlos A. Torres Jr., Contracting Officer at 713-567-9631 or vial email carlos.torres2@usdoj.gov.

Pricing

Month	One (1) Space Unit Price	Total Monthly Costs for Five (5) Spaces	Total Contracted Amount (Per Year)
January	\$100.00	\$500.00	\$6,000.00
February	\$100.00	\$500.00	
March	\$100.00	\$500.00	
April	\$100.00	\$500.00	
May	\$100.00	\$500.00	
June	\$100.00	\$500.00	
July	\$100.00	\$500.00	
August	\$100.00	\$500.00	
September	\$100.00	\$500.00	
October	\$100.00	\$500.00	
November	\$100.00	\$500.00	
December	\$100.00	\$500.00	

1. Premises. Lessor leases to Lessee, at the rental and on the terms and conditions hereinafter set forth, five (5) parking spaces at 1200 Washington Street as indicated by signage and located north of the Federal Courthouse, such parking spaces being further described as the parking spaces shown in the attached Exhibit "A". The Premises shall be used solely for the temporary parking of motor vehicles by the Lessee

2. Nature of Agreement. Lessee understands and acknowledges that the Premises consists exclusively of five (5) UNATTENDED parking spaces, and this agreement constitutes a lease of the referenced parking spaces only. This agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this

3. Lessee acknowledges that Lessor has leased other parking spaces to other tenants on the lot, and that all such parking is Leased on a self-parking basis. Lessor agrees to identify the Parking Spaces as being reserved exclusively for Lessee, but Lessee agrees that Lessor shall have no obligation, liability or responsibility to Lessee should the Parking Spaces be occupied at any time or times by persons not so authorized or directed by Lessor.
4. **Term.** The term of this Lease shall commence on the 1st day of February 2022, and this Lease shall remain in effect until January 31, 2023 (the Initial Term). The first option year will commence on the 1st day of February 2023 until January 31, 2024. The second option year will commence on the 1st day of February 2024 until January 31, 2025. The third and final option year will commence on the 1st day of February 2025 until January 31, 2026.
5. **Option to extend.** The Lessee may extend the term of the lease, and the Lessor will continue provision of the parking stalls, for up to an additional three one-year option year terms. Lessee shall be required to provide written notice IAW FAR 52.217-9 at least 30 days prior to exercise of any extension.
6. **Rent.** Lessee shall pay to Lessor rent in the amount of One Hundred Dollars (\$100.00) per parking space per month (i.e. the collective amount of \$500.00 per month) in arrears upon receipt of an invoice. All rent shall be paid via EFT using banking information provided at time of registration to SAM.gov with attention to the Lessor at Webb County Treasurer, Parking Lease, 1110 Washington St. Suite 202, Laredo, Texas 78040. SAM.gov must be updated annually to ensure there are no delays in payments. Interest for late payments shall be payable as set forth in FAR 52.212-4(i)(6).
7. **Receipts by Lessor.** Upon request, Lessor agrees to provide a receipt to Lessee for each payment received. Such receipt shall show the amount paid and number of leased parking spaces.
8. **Liability.** This Agreement is one of licensing property and is not a bailment. Lessee shall assume full responsibility for its vehicles and for those of its employees, agents, and invitees, and for the contents of the vehicles. Tenant, as a material part of the consideration to be rendered to Lessor under this Lease, to the extent permitted by law, waives all claims against Lessor, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Parking Spaces and Tenant shall defend, and hold Lessor, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from the use of the Parking Spaces by Tenant, its agents, servants, employees, contractors, invitees or Lessee.
9. All property belonging to Tenant or to any user of the Parking Spaces Leased under this agreement shall be there at the risk of Tenant or such other person only. Lessor, its agents, or employees shall not be liable for injury to persons, or for damage to, theft of, or misappropriation of the property by any means. Tenant shall give prompt notice to Lessor in case of injury, damage, theft, or misappropriation. In case any action or proceeding is brought against Lessor by reason of any obligation to be performed by Tenant under the terms of this Lease or arising from any act or negligence of the Tenant, or of its agents or employees, Tenant on notice from Lessor shall defend the same at Tenant's expense by counsel reasonably satisfactory to Lessor.
10. **Items left in vehicle.** Lessor shall not be responsible for any loss, damage, or theft to any property left in any vehicle while in, or being driven to and from, the Premises or the adjacent areas.
11. **Damage to Vehicle.** Lessor shall not be responsible for the loss, damage, or theft of any vehicle in, or being driven to and from, the Premises or the adjacent
12. **Assignment and Sublet.** The premises shall only be used by employees of the U.S. Attorney's Office or its contractors.
13. **Alterations.** Lessee shall not make any alterations, additions, or improvements to the Premises without obtaining written consent from Lessor, which consent may be withheld at the Lessor's sole discretion.
14. **Access to Premises.** Lessor and its duly authorized representatives shall have the right at all times, with or without notice, to enter the Premises and every part thereof for the purposes of inspecting, examining, or performing maintenance upon the
15. **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
16. **Notices.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Lessor:
Webb County Treasurer
Attn: Parking Lease
1110 Washington St. Suite 202
Laredo, Texas 78040

Lessee:
U.S. Attorney's Office-SDTX
Attn: Acquisition Section
1000 Louisiana Street, Ste. 2300
Houston, Texas 77002

- 17. **Amendment.** No changes to this Agreement shall be made except upon written agreement of both parties.
- 18. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 19. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 20. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 21. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Invoicing

All invoices shall be sent at the end of the month for the current service period. The government cannot pay for services in advance.

Send invoices referencing the contract number to Procurement.USATXS@usdoj.gov

4.0 PERIOD OF PERFORMANCE.

Base Year:	January 1, 2022 – December 31, 2022
Option Year 1:	January 1, 2023 – December 31, 2023
Option Year 2:	January 1, 2024 – December 31, 2024
Option Year 3:	January 1, 2025 – December 31, 2025

5.0 POINTS OF CONTACTS.

Branch Office Manager:


Mary Ellen Smyth, Mary.Ellen.Smyth@usdoj.gov, Office: 956-721-4964

Contracting Officer:

Carlos A. Torres Jr., carlos.torres2@usdoj.gov, Office: 713-567-9631

Lessor:
Webb County

Lessee:
U.S. Attorneys Office
Southern District of Texas


Tano E. Tijerina
Webb County Judge

Authorized Government Representative

Title _____



Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:



Nathan R. Bratton
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
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/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021)	
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Nov 2021)	(b)(14)(f): "X" (b)(27): "X" (b)(28): "X" (b)(30)(f): "X" (b)(32)(f): "X" (b)(44): "X" (b)(58): "X"
52.217-8	Option to Extend Services (Nov 1999)	Period of Time: "30 days"
52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) Period of Time: "30 days" (a) Days: "30" (c): "4 years"

Clauses By Full Text

Electronic Signatures (May 2019)

(a) The Department of Justice is committed to doing business in the most efficient and effective way possible, and to facilitate paperless processes. In furtherance of this goal, the Contracting Officer may apply their digital signature to procurement documents in the Portable Document Format (PDF) through the use of their government issued Personal Identity Verification (PIV) Card with a valid public key certificate. A digital signature made with these certificates is evidence that a specific individual signed the electronic

record and that it was not altered. The recipient of a signed document can rely on the digital signature as evidence for a third party that the signature was generated by the claimed signer.

(b) For procurement documents that require a signature from a representative of the Contractor, the Contractor may utilize manual or electronic signature. Should the Contractor utilize an electronic signature, by returning the document with an electronic symbol affixed to the appropriate signature block, the Contractor representative signing on behalf of the Contractor certifies that:

1. Electronic Form of Signature: The Contractor representative has knowingly adopted, applied or affixed an electronic symbol to the document;
2. Intent to Sign: The Contractor representative has applied an electronic symbol with the intent to legally bind the Contractor;
3. Association of Signature to Record: the Contractor representative's signature is attached to the electronic record being signed;
4. Identification and Authentication of Signer: The Contractor has a means to identify and authenticate a particular person as the signer; and
5. Integrity of Signed Record: The Contractor can attest to the integrity of the signed record between the time of signature and the returned record to the government.

(c) This clause applies to this document and any subsequent documents (e.g., modifications, task/delivery orders) associated with this action.

[END OF ADDENDUM TO FAR 52.212-4]

Section 4 - List of Attachments

Identifier	Title	Number of Pages
1	USA186_508598	