

OFFICE OF THE CLERK
UNITED STATES BANKRUPTCY COURT
DISTRICT OF RHODE ISLAND

The Federal Center
380 Westminster Street, 6th Floor
Providence, Rhode Island 02903
Website: www.rib.uscourts.gov

Susan M. Thurston
Clerk of Court

Telephone: 401 626-3130
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Email: Susan_Thurston@rib.uscourts.gov

SUBJECT: Request for Quotes

JOB TITLE: Armored Car Service

DEADLINE FOR SUBMISSION: August 17, 2018

COVERAGE PERIOD OPTIONS:

September 1, 2018 through August 31, 2019 (one year)

September 1, 2018 through August 31, 2019 (one base year plus the option to renew for up to four (4) additional one (1) year terms)

September 1, 2019 through August 31, 2020 (Option Year 1)

September 1, 2020 through August 31, 2021 (Option Year 2)

September 1, 2021 through August 31, 2022 (Option Year 3)

September 1, 2022 through August 31, 2023 (Option Year 4)

September 1, 2018 through August 31, 2021 (three years)

September 1, 2018 through August 31, 2023 (five years)

The United States Bankruptcy Court for the District of Rhode Island (Court) is seeking quotes (price per pickup) for armored car service (Courier) for the weekly pick-up and delivery of the Court's daily receipts to the designated depository, Bank of America, Operations Center, 260 Rustcraft Road, Dedham, MA 02026. Pricing is being solicited to award one of the following¹

¹ Base year (Option to Renew) commits the Court to a one year contract. The Court *may* renew the contract for the additional option years at the same pricing/conditions however, we have the option to let the contract expire after the end of the first year. Multi-year contracts commit the Court to a contract for the entire length of time specified.

- A 12 month contract;
- A 12 month contract with the option to renew for up to four (4) additional one (1) year terms;
- A 36 month multi-year contract;
- A 60 month multi-year contract;

This is a request for **OPEN MARKET PRICING.**

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

*The Court will issue a purchase order to the successful service provider. By signing and returning the purchase order, it becomes the contract and incorporates all the terms of the RFQ. The Court reserves the right to cancel the contract and award it to the next lowest bidder who meets the service requirements if a signed purchase order is not received within seven (7) days of the award. **Proof of the service provider's liability insurance must be provided with the signed purchase order.***

SERVICE REQUIREMENTS:

1. Weekly pick-up service on Wednesday², **no later than 3:30 p.m. EDT/EST**, as needed, after telephone/email notification at least one day prior to the pick-up. Pick-up location shall be 380 Westminster Street, Providence, RI 02903. Telephone/email notification at least one day prior will be provided. Courier must guarantee next day delivery to the designated depository, Bank of America, Operations Center, 260 Rustcraft Road, Dedham, MA 02026. Should courier fail to perform the pick-up on the day after telephone/email notification is provided, the completed pick-up will be handled by the courier without charge to the Court;
2. Compliance with the United States Department of Labor McNamara-O'Hara Service Contract Act. No specific wage determination is being issued for this contract however, the contractor receiving the award is required to pay no less than the Federal Minimum Wage in accordance with Title 29 C.F.R. Part 4, Section 4.6(d)
3. Courier is subject to escort by building security to a designated secured area on the first floor of the Federal Center located at 380 Westminster Street, Providence, RI 02903, where the transaction will take place with an assigned Court employee;
4. Courier must provide a **minimum wait time of 8 minutes** on the premises without the Court incurring additional charges;
5. Upon acceptance by the Court, the **price per pick-up** shall be considered fixed and binding for the entire contract/coverage period;
6. Courier must provide "All Risk" liability insurance that's adequate enough to cover a maximum deposit amount of \$100,000.

² The Court will require a pick-up on the first working day of the month in lieu of the regular Wednesday pick-up. The same prior notification will be provided.

EXERCISING OPTION YEARS:

If the contract is awarded on the terms of base year plus options, the Court will notify the service provider at least thirty (30) days prior to the end of the contract year if it will exercise the right to utilize the subsequent option year term.

QUOTE SUBMISSION:

1. Quotes may be submitted by email to lucia_leyva@rid.uscourts.gov with an original sent within three (3) business days via mail or courier to the address provided below.
2. All quotes must be received no later than **5:00 p.m. EDT on Friday, August 17, 2018.**
3. Questions regarding this solicitation must be submitted via email to lucia_leyva@rid.uscourts.gov by **5:00 p.m. EDT on Monday, August 6, 2018.**
4. Responses to questions will be provided no later than **3:00 p.m. EDT on Friday, August 10, 2018.**

Please direct all submissions to:

Lucia Cristina Leyva
Space and Facilities Specialist
U.S. District Court, RI
Clerk's Office
One Exchange Terrace
Providence, RI 02903
lucia_leyva@rid.uscourts.gov
Phone: 401-752-7216

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PRICE QUOTE SHEET:

The Court is soliciting pricing for both a single year with an option to renew, as well as multi-year pricing in order to evaluate whether cost savings might be realized.

PLEASE QUOTE BOTH SINGLE, SINGLE WITH OPTIONS, & MULTI-YEAR PRICING

<u>Section 1</u>	Estimated # of Pick-ups	Price Per Pick-up	Total Price
One Year 9/1/2018 – 8/31/2019	56		

<u>Section 2</u>	Estimated # of Pic-ups	Price Per Pick-up	Total Price
One Year with Options			
Base Year: 9/1/2018 – 8/31/2019	56		
Option Year 1 (9/1/2019-8/31/2020):	112		
Option Year 2 (9/1/2020-8/31/2021):	168		
Option Year 3 (9/1/2021-8/31/2022):	224		
Option Year 4 (9/1/2022-8/31/2023):	280		

<u>Section 3</u>	Estimated # of Pick-ups	Price Per Pick-up	Total Price
Three Years (Multi-Year) 9/1/2018-8/31/2021	168		

<u>Section 4</u>	Estimated # of Pick-ups	Price Per Pick-up	Total Price
Five Years (Multi-Year) 9/1/2018-8/31/2023	280		

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VENDOR INFORMATION SHEET

Vendor Name	
Vendor Street Address	
Vendor City/State/ZIP	
Vendor Phone #	
Vendor FAX #	
Vendor E-mail address	
Vendor Web Site	
Tax ID #	
DUNS #	
GSA Contract #	
Any discounts applied	
Printed or typed name	
Signature of authorized person	
Date Signed	

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Provisions and Clauses

1) **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 days prior to the contract's current expiration date; 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 60 months.

2) **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>.

3) The following clauses are included by reference:

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

Clause 3-160 Service Contract Act of 1965 (JUN 2012)

Clause 3-175, Fair Labor Standards Act and Service Contract – Price Adjustments (Multi-Year and Option Contracts) (JUN 2012)

If a multi-year award is made, the following additional clause(s) apply:

Clause 4-150, Cancellation Under Multi-Year Contract (JUN 2014)

4) Incorporation of Department of Labor Wage Rate Determination No. 05-2254 (Rev.-16), dated 06/25/2013, attached.

5) **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

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, 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 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

6) Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a firm-fixed price contract under this solicitation, and all offers shall be submitted on this bases. Alternate offers based on other contract types won't be considered.

7) Provision 4-160, Cancellation Period and Ceiling (JUN 2014)

The cancellation period referred to in the “Cancellation under Multi-Year Contracts” clause (Clause 4-150) applies to each line item period, at the quantities as set forth for each contract year. The cancellation ceilings are set forth below:

THREE YEAR OPTION

Contract Year	Cancellation Period*	Cancellation Ceiling*
2		
3		

FIVE YEAR OPTION

Contract Year	Cancellation Period*	Cancellation Ceiling*
2		
3		
4		
5		

*Cancellation Period and Ceiling to be completed by the vendor.

8) 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>.

The following provisions are included by reference:

9) Provision 4-155, Alternate Awards (JUN 2014)

10) Provision 4-165, Price Proposal Instruction - Multi-Year Contract (JUN 2014)

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Facsimile: 401 626-3150
Email: Susan_Thurston@rib.uscourts.gov

August 10, 2018

Questions Received and Answers Provided RE: RFQ for Armored Car Services

1. Confirm Weekly pickup only – Wednesdays no later than 3:30 p.m.

Answer: The standard deposit pick-up will be weekly on Wednesdays no later than 3:30 p.m. EDT/EST. Per the corresponding footnote in the RFQ, the Court will require a pick-up on the first working day of the month in lieu of the regular Wednesday pick-up for that week. The notification procedures for this pickup will be the same as they are for the regular pickups.

2. Confirm that the delivery of deposits is the next business day to Bank of America.

Answer: All deposits shall be delivered to the Bank of America location identified in the RFQ no later than the next business day.

3. Will the Court sign a contractor provided service agreement or only agree to operate off the Purchase Order?

Answer: The Court will issue a purchase order to the successful service provider. The purchase order becomes the entire contract and incorporates all of the terms, provisions, and clauses identified in the RFQ.

4. May the contractor include fees for excess premise time, excess liability, and a monthly fuel surcharge?

Answer: Per the RFQ, the contractor must provide a minimum wait time of 8 minutes on the premises without the Court incurring additional charges. All contractors submitting a proposal under this RFQ should identify and outline their excess premise time charges so that the Court knows in advance what the expense will be should the 8 minute allowable

timeframe be exceeded. The liability insurance requirement of this contract is “all risk” liability insurance that’s adequate to cover a maximum deposit amount of \$100,000.00. The inclusion of additional fees related to the insurance requirement or a monthly fuel surcharge is at the discretion of the contractor. The award of this contract will be a fixed price award based on the lowest priced, technically acceptable offer. The evaluation of offers will factor in all identified costs stated in a contractor’s response to the RFQ.

Lucia Cristina Leyva
Contracting Officer