

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

The Federal Center
380 Westminster Street, 6th Floor
Providence, Rhode Island 02903
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July 20, 2023

SUBJECT: Request for Quotation

RFQ#: USBC-23-01PAR

JOB TITLE: Monthly Parking Agreement

DEADLINE FOR SUBMISSION: Friday, August 18, 2023

COVERAGE PERIOD OPTIONS:

September 1, 2023 through August 31, 2024 (one year) with one (1) option to renew for one (1) additional year (**September 1, 2024 – August 31, 2025**)

September 1, 2023 through August 31, 2025 (two years)

The United States Bankruptcy Court for the District of Rhode Island (Court) is seeking quotations for monthly parking arrangements. This is a request for **Open Market Pricing**. Pricing is being solicited to award one of the following¹:

- A 12-month contract (base) with one (1) option to renew for an additional one (1) year contract.
- A 24-month multi-year contract.

SERVICE REQUIREMENTS:

1. Parking spaces not to exceed 7 vehicles.

¹ Base year (Option to Renew) commits the Court to a one-year contract. The Court *may* renew the contract for the additional 12 months at the pricing quoted in this RFQ 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.

2. Minimum parking availability options: Weekdays 6:00 a.m. to 8:00 p.m.
3. Flexibility to allow the ad hoc usage of the contracted parking spaces to court personnel as needed [seven (7) court staff members telework one day each week].
4. Monthly billing statements.
5. Parking spots can be no further than 0.3 miles from the perimeter of the Federal Center, 380 Westminster Street, Providence, RI
6. In and out privileges during the day.
7. The Court reserves the right to decrease the number of monthly spaces should its needs change. Any change in the number of spaces per month will be made in writing at least 15 days before the next billing cycle.

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. Questions regarding this solicitation must be submitted via email to Lucia Cristina Leyva-Vible at lucia_leyva@rid.uscourts.gov by **3:00 p.m. EDT on Friday, August 4, 2023**. Please include the RFQ Number: **USBC-23-01PAR** in the subject line of your email.
2. Responses to questions will be provided no later than **3:00 p.m. EDT on Friday, August 11, 2023**.
3. All quotes must be received no later than **3:00 p.m. EDT on Friday, August 18, 2023**.
4. Please direct all quote submissions to: Lucia Cristina Leyva-Vible at lucia_leyva@rid.uscourts.gov. Please include the RFQ Number: **USBC-23-01PAR** in the subject line of your email.

SELECTION CRITERIA: The Court will employ a “Lowest Bid” determination in selecting the successful service provider that meets all service requirements listed above. ***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 10 days of the award.***

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PRICE QUOTE SHEET:

The Court is soliciting pricing for both a single-year contract with an option to renew, as well as multi-year contract pricing to evaluate whether a discount or cost savings might be realized with a longer-term commitment. Please be sure to specify any discounts being offered.

PLEASE PROVIDE A QUOTE FOR EACH OF THE TWO SECTIONS BELOW:

<u>Section 1</u> <u>Base Plus Option Year</u>	Base Year: 9/1/23 – 8/31/24	Option Year: 9/1/24-8/31/25
Monthly Cost per Vehicle (Not to Exceed 7 Vehicles)	\$	\$
Total Cost Each Year (Not to Exceed 7 Vehicles)	\$	\$

<u>Section 2</u> <u>Multi-Year (2 years)</u>	24 Month Multi-Year (9/1/23 – 8/31/25)	Additional Discount Percentage and Price Offered for a multi-year contract
Monthly Parking Charge per Vehicle (Not to Exceed 7 Vehicles)	\$	
Total Cost Each Year (Not to Exceed 7 Vehicles)	\$	
24 Month Grand Total	\$	

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Access Hours

Please list the garage/lot hours of access that are included with the price quote stated on Page 3.

<u>Day of the Week</u>	<u>Hours of Access</u>
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	

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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 #	
Any discounts applied	
Printed or typed name	
Signature of authorized person	
Date Signed	

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PURCHASE ORDER TERMS AND CONDITIONS
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) Clause 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:

Contract Year	Cancellation Period*	Cancellation Ceiling*
2	___ days before End of Contract Year 1	\$

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

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 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:

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

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