

*United States District Court
Southern District of Florida*

Request for Quotation

RFQ Number/Name: PR 2013/00418 – Daily Courier Service
Request Date: July 23, 2013

To:

Special Notes:

The United States District Court for the Southern District of Florida is seeking quotes for Courier Services as described in the attached Statement of Work.

This is a request for **Open Market Pricing**. **A fixed-price award will be made from this RFQ based on the lowest priced, technically acceptable offer.**

Due Date: Quotes are due no later than **10:00 am local time, Monday, July 29, 2013.**

Quotes and questions concerning this RFQ must be e-mailed to:

Carmen Cruz-Rodriguez, Contracting Officer
United States District Court, Procurement
400 N. Miami Avenue
Miami, FL 33128
Phone: (305) 523-5644
Fax: (305) 523-5649
carmen_cruz-rodriguez@flsd.uscourts.gov

Questions must be submitted in writing via email or fax. Questions submitted and answers will be provided in writing to all vendors on the bidder's list for this acquisition.

Attachment

1.0 Introduction

The United States District Court for the Southern District of Florida seeks an experienced licensed, bonded, and insured courier service contractor to transport official court records and other government property between offices and courthouses in Miami, Ft. Lauderdale and West Palm Beach. The scope of this contract requires two separate couriers, one for the Northern Division route, which includes federal courthouses and U.S. Probation Offices and a separate courier for the Western Division Probation Offices.

2.0 Scope

The contractor shall provide all labor, materials, equipment and facilities, unless otherwise stated herein, to provide daily courier pickup and delivery service, Monday through Friday, excluding federal holidays, at the times and locations specified in Attachments A and B - Courier Service Daily Manifest.

- 2.1. Performance involves *two* daily roundtrip circuits, a Northern division route and a Western route, each weekday between court office locations as shown on the attachments.
- 2.2 The contractor shall pick up all items from the offices in each location on the attached Manifests and deliver to the designated location on the route. All items delivered to the Federal Courthouses on the routes shall be subjected to screening by the Court Security Officers (CSO's).
- 2.3 The contractor may be required to transport items ranging from official court records, letters/envelopes, files, boxes, office supplies, coolers containing official laboratory specimens, and/or any other government property required by the Court. The number of items to be transported varies on a daily basis by location.
- 2.4 The U.S. Probation offices require the courier to transport small 6-pack size coolers containing official laboratory specimens. The coolers are difficult to stack on top of each other because they have a handle on the top. The Probation offices could have as many as one cooler per office to either be picked up or delivered. Sometimes the offices may combine items in a cooler from a previous location, thereby reducing the total number at the end of the day.
- 2.5 The Contractor shall pick up **ALL** items awaiting contractor transport to a future stop on the remaining portion of each day's courier run. NO items are to be left in the pickup area unless specific approval has been obtained from the Supervisor or Manager at that location. The Contractor shall deliver **ALL** items collected from preceding stops to their designated point of delivery.
- 2.6 The contractor shall begin the route by **8:30 am**, Monday through Friday, excluding Federal holidays and other days the court is closed.
- 2.7 The contractor shall have completed a full roundtrip circuit, beginning and ending at the United States Courthouse in Miami by 4:00 pm each day. The loading dock and main courthouse entrance closes by 6:00 pm daily. ***In the event of a delay or***

emergency, special arrangements can be made for deliveries to be received after the courthouse has closed by calling the Contracting Officer's Representative at (305) 523-5451, (305) 523-5213, (305) 523-5222, or the Contracting Officer at (305) 523-5644. Arrangements must be made before 4:30 PM.

- 2.8 The contractor shall use a vehicle large enough to accommodate all items requiring transport on a daily basis. A car or small SUV will be sufficient for the Northern route and a car is sufficient for the Western route. The contractor shall, at all times, transport all court files and property in an enclosed, weather protected, secure and locked vehicle (i.e. open pickup trucks are not acceptable).
- 2.9 The contractor shall complete the Manifest form, Attachments A and B, on a daily basis and include the number of items picked up and delivered at each stop. The contractor shall obtain the signature of a Court employee in each office as proof of receipt of delivered items. The Court employee will reconcile all items delivered and picked up. **All manifest entries shall be in ink, including signatures for receipt of delivered items.**
- a. The contractor shall also provide the original signed Manifest to the Miami Mailroom staff daily when making the final delivery each afternoon. The Contractor's completed and signed manifests will be used by the Court to verify invoices.

3.0 Overnight Retention of Court Property

It is prohibited for the contractor or the contractor's agent to keep any court property overnight. If, due to an emergency for reasons beyond his control, the courier is unable to complete a circuit in a given day, the Contractor shall provide a back-up courier to complete the route, if possible, or return the Court's property to the downtown Miami courthouse at 400 North Miami Avenue, Miami, FL 33128. **The contractor shall contact the COR or CO listed on the Manifest to advise them of the delay so that appropriate arrangements can be made to deliver or secure our property. Under no circumstances is court property to be kept overnight by the courier.** Arrangements can be made with the U.S. Marshals Service to allow the courier to deliver items after the courthouse has closed. The Contractor remains fully liable for all items in his possession and until delivered.

4.0 Equipment and Supplies

The Contractor/courier shall be required to provide all necessary equipment including hand trucks, dollies, rain tarps, and a vehicle large enough to transport all items as required by the Court. The Court cannot provide hand trucks, dollies, or any equipment for the courier to use. The Contractor shall be fully responsible for all costs associated with the transportation of the court's property, including but not limited to any toll charges, parking, fuel costs, automotive and property/liability insurance, vehicle repair and maintenance, vehicle rentals, emergency road service, etc.

5.0 Contractor's Employees or Sub Contractors

The Contractor's employees or Sub Contractors (i.e. independent contractors), shall be subject to a government security clearance and criminal background check. The contractor shall require their employees or independent contractors to complete and submit to the CO a Background Investigation Form for each employee/contractor who will be assigned as a courier on this route. We will require the names (including aliases and maiden names), dates of birth, social security numbers, race, and sex of the Contractor's employees. The contractor shall ensure that all employees assigned to this route throughout the term of the contract have an approved Background Investigation Form on file with the Contracting Officer (CO).

6.0 Back-up Courier

There shall be one regular fully-trained courier who is assigned to these routes on a daily basis. Additionally, a back-up courier shall also be assigned and fully trained to operate the route in the event the regular courier is unavailable. If the regular courier is unavailable to fulfill his responsibilities at any point on the route, the back-up courier shall *immediately* be assigned to replace the regular courier and complete the daily route. In the event of a delay, the contractor shall notify the COR and CO at the phone numbers listed in the Manifests, (Attachments A and B), of the delay and anticipated time of arrival of the backup courier. Back-up couriers shall have an approved Background Investigation on file as explained in 5.0.

7.0 Holidays

The Court will be closed for all Federal holidays and possibly other days before or after a holiday if designated by the Chief Judge. The Court will not require courier service on the Federal Holidays listed below:

HOLIDAY	DATE OBSERVED
New Years' Day	January 1 st (see note)
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th (see note)
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th (see note)
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th (see note)

Note: If the holiday falls on a Saturday, the Court will be closed on the Friday before the holiday. If the holiday falls on a Sunday, the Court will be closed on the Monday after the holiday.

8.0 Liability

Except as otherwise provided in this contract, United States property shall NOT be opened, destroyed, displaced, repackaged or damaged by the Contractor. The Contractor expressly agrees to promptly replace, return and/or restore any such property to a condition

reasonably satisfactory to the Government upon demand. The definition of property for the purposes of this contract shall include items such as court files, coolers, documents, office equipment, furniture or furnishings, automation equipment, cellular phones, etc.

Contractor shall assume liability for any loss of items picked up from the time the Court employee signs for and during the time the contractor has physical custody of the item(s). The contractor shall be responsible until the item(s) are delivered to our designated agent and the Manifest has been signed. The contractor assumes maximum liability for all items lost or damaged while in his possession.

9.0 Clause 6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self-insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.
- (d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
 - (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
 - (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
- (e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

10.0 Clause 7-1, Contract Administration (JAN 2003)

- (a) The contracting officer and contracting officer's representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

11.0 Clause 7-5, Contracting Officer's Representative (APR 2013)

- (a) Upon award, a contracting officer's representative (COR) may be appointed by the contracting officer. The COR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder;

however, the COR will not be authorized to change any terms and conditions of the resultant contract, including price.

- (b) The COR, if appointed, may be assigned one or more of the following responsibilities:
- (c) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
- (d) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
- (e) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
- (f) providing the contracting officer a written request and justification for changes;
- (g) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
- (h) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

12.0 Period of Performance

The initial performance period under this contract shall be twelve (12) months from Date of Award. The Contracting Officer may extend the term of this contract by written notice to the contractor not later than 30 days before the contract expires, pending availability of appropriated funds. The duration of this contract shall not exceed five (5) years.

12.0 General Invoice Requirements:

Original invoices and all supporting documentation for services rendered shall be submitted electronically, if possible, within 30 days of contract performance to the following email address: **e-invoices@flsd.uscourts.gov**

13.0 Submission of Proposals

Final proposals shall be received by **10:00 A.M., Monday, July 29, 2013**. Proposals may be submitted electronically via email to the Contracting Officer:

15.0 References

Your Proposal and quote shall include references from 3 customers which will be used to determine contractor responsibility. Provide the name, address, phone number and email address of your references.

16.0 Clause 7-20, Security Requirements (APR 2013)

The contractor shall provide competent personnel to perform the services under this contract. Work shall be performed in accordance with judiciary security requirements, and the best commercial practices without unnecessary delays or interference with the judiciary's mission or functions. Personnel visiting court sites to provide support covered under this contract may be subjected to FBI and/or U.S. Marshals Service screening.

17.0 Type of Contract:

This is a firm fixed-price contract.

18.0 Clause 3-160 - Service Contract Act of 1965, as Amended (JUN 2012)

A Wage Determination of the Department of Labor, Wage and Hour Division is attached. The Contractor is advised that the Service Contract Act applies to this contract, and the Contractor is required to review and comply with the wage determination and fringe benefits as required by the Department of labor.

19.0 Basis for Award

Award of this RFQ will be made to the company whose responsive, responsible, technically acceptable proposal offers the lowest price to the Court.

Cost Proposal

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Your cost proposal shall state a total firm-fixed price for completion of all tasks identified in the Statement of Work for **both** the Northern and Western Courier Routes. Cost Proposals shall include all expenses, fees, fuel, surcharges, etc. No other type of cost basis is acceptable.

Please quote your '**daily**' rate for service rather than a 'monthly' or 'annual' rate for both routes as detailed in Attachments A and B. For invoicing purposes, the daily rate would then be multiplied by the number of actual days each month that service was provided to total the monthly rate. Invoices shall be submitted monthly after services have been provided based on the actual number of days service was provided during the month. There shall be no charges for holidays or days the Court is closed due to weather or for any reason. No service is to be provided on Federal holidays.

Service	Daily Rate During Base Year	Daily Rate 1st Option Year	Daily Rate 2 nd Option Year	Daily Rate 3 rd Option Year	Daily Rate 4th Option Year
Daily Courier Service Northern Route and Western Route					

Contractor Name:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	
Quote Submitted by: (Print or Type Name)	
Title:	
Signature:	

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

1) **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>

2) The following clauses are included by reference:

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2012)

Clause 6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)

Clause 7-20, Security Requirements (APR 2011)

3) **Incorporation of Department of Labor Wage Rate Determination**

The attached Department of Labor wage rate determination applies to this contract.

4) **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.

General Information

The United States District Court for the Southern District of Florida has courthouses and offices located in Miami, Fort Lauderdale, West Palm Beach, Fort Pierce, and Key West. All goods and services shall be delivered to the location specified in the Purchase Order or Statement of Work.

Deliveries

Deliveries may be made Monday through Friday (*excluding Federal holidays*) between 9:00 AM and 4:00 PM. *For deliveries of large or bulky items (i.e. over 50 pounds)*, please contact your Procurement Administrator at least 24 hours in advance to schedule the delivery. Note: Unless otherwise stated, ALL goods require inside delivery. Furniture requires inside delivery, set up, and removal of all packing materials.

IMPORTANT: There is NO STREET PARKING next to ANY FEDERAL BUILDING.

Loading Facilities

There is a loading dock at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Miami, FL 33128.

Invoices

The MINIMUM terms accepted by the U.S. District Court are **Net 30**; however, every effort will be made to expedite invoices offering discounted terms. To ensure prompt payment, your invoice must contain the following information:

- Our purchase order number (*this is very important!*)
- Address to which payment is to be mailed
- Contact name, area code and telephone number
- Order Detail
- Discount Terms

"NO-QUOTE "

United States District Court, Southern District of Florida

DO NOT RETURN THIS FORM IF YOU SUBMIT A QUOTE

If your company does not wish to quote on this RFQ, but you would like to remain on our vendor list, please complete the information below, and email this form by the bid closing date and time to the Contracting Officer.

If you are not quoting, please complete and return this form to us, otherwise your name *may* be removed from our vendor list.

TO: Carmen Cruz-Rodriguez, Contracting Officer
carmen_cruz-rodriquez@flsd.uscourts.gov

Our company is unable to submit a quote for the item below at this time, however, we would like to continue to receive future RFQ's.

QUOTE NUMBER OR ITEM: PR 2013/00418 – Daily Courier Service

REASON FOR NOT QUOTING: _____

Company Name: _____

By: _____
(Signature)

Title: _____

Date: _____