

FEDERAL PUBLIC DEFENDER
NORTHERN DISTRICT OF CALIFORNIA
19TH FLOOR FEDERAL BUILDING - BOX 36106
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102

Jodi Linker
Federal Public Defender

Telephone: (415)436-7700
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Open Market Request for Quotation
Transit Subsidy

RFQ Number: 2023_01
Request Date: Tuesday, May 23, 2023

This is a request for Open Market Pricing for the purchase of Transit Subsidy Vouchers. All items should be quoted F.O.B. Destination.

Quotes may be emailed to the Contracting Officer, Rachel Schumont, at: Rachel_Schumont@fd.org and a copy emailed to: David_Concepcion@fd.org

Submission of quotations via email is required and must be submitted by the date and time listed below. All quotes must be in accordance with the specifications and information contained herein, as well as with any addenda, if required, issued by vendor. Use the attached quote sheet for a price quotation broken down as indicated.

Quotations will be accepted until 4:00 p.m. Pacific Standard Time on Tuesday, May 30, 2023.

A fixed price award from this RFQ will be made based on the lowest priced offer having also met the minimum stated requirements in the Request for Quotation ("RFQ")

Quotes and questions concerning this RFQ should be addressed to:

Rachel Schumont, Contracting Officer
Office of the Federal Public Defender
450 Golden Gate Avenue, Room 19-6884
San Francisco, CA 94102 Phone: 628-225-5323
Fax: 415-436-7706 Email: Rachel_Schumont@fd.org

Copies to be addressed to:

David Concepcion, Administrative Officer at: David_Concepcion@fd.org

Delivery and services are to be performed at:

The Offices of the Federal Public Defender
Northern District of California
450 Golden Gate Avenue, Room 19-6884
San Francisco, California 94102.

Sincerely,

JODI LINKER
Federal Public Defender
Northern District of California

Quote Sheet for RFQ Number: 2023_01

[illegible]

Offeror Name

Offeror Phone/Fax/E-Mail

Offeror Street Address

Offeror City, State, Zip

Authorized Signature

Date

Printed or Typed Name of Signatory

Discount Terms or Net 30

1. INTRODUCTION:

The Office of the Federal Public Defender (“FPD”), Northern District of California, provides defense to indigent clients accused of crimes in federal court. See www.ndcalfpd.org.

2. REQUIREMENTS:

- A. Vendor must provide transit subsidy vouchers as requested monthly.
- B. The transit subsidy vouchers must be provided in varying amounts as requested by FPD staff.

The items listed above are minimum requirements. Any other offerings over and above the minimum requirements will be examined as to cost and meeting technical requirements.

3. SCOPE:

Working in the secure environment of federal buildings can present unique challenges. Site surveys are strongly recommended.

4. DELIVERABLES:

The contract will be awarded within two weeks of the close of the RFQ period. The vendor will deliver the transit subsidy vouchers within seven days of the order submission.

5. ACCEPTANCE CRITERIA FOR DELIVERABLE(S):

The FPD shall evaluate the deliverable based on its conformance with all the requirements described above.

6. POINT(S) OF CONTACT:

Administrative Officer: David Concepcion [David_Concepcion@fd.org]

Procurement: Rachel Schumont [Rachel_Schumont@fd.org]

7. QUOTATION SUBMISSION INSTRUCTIONS:

The quotation shall consist of:

1. A total fixed cost per order, to be submitted on the cover sheet of the RFQ.
2. A total shipping cost per order, to be submitted on the cover sheet of the RFQ.
3. Written confirmation that the quotation will meet the special requirements and deliverables described within the RFQ.
4. The offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of the proposal. Offerors are cautioned that “parroting” of the requirements in the Solicitation does not demonstrate an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

8. AWARD:

The FPD intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the FPD reserves the right to conduct discussions if the contracting officer later determines them to be necessary. The FPD intends to award a contract to a responsible offeror providing a proposal that conforms to all of the requirements of the RFQ, at the lowest price.

9. FURTHER INFORMATION:

- A. Any material elaborations or clarifications of this RFQ during the RFQ process will be posted for the review of all bidding offerors at the agency website: www.ndcalfpd.org. Offerors shall routinely review this site for any clarifications or elaborations, and shall check the final requirements on this website before submitting their final proposal.

- B. **Point of Contact:** The primary point of contact for this RFQ:

Rachel Schumont, Contracting Officer
Office of the Federal Public Defender
450 Golden Gate Ave. Room 19-6884
San Francisco, CA 94102
(415) 436-7700 (Main)
(415) 436-7706 (Fax)
Rachel_Schumont@fd.org

- C. **Contract Requirements:**

The Office of the Federal Public Defender prefers not to sign a commercial agreement; however, if a commercial agreement is necessary, the following terms and conditions must not be included:

- (1) Any clause regarding payment of attorney fees;
- (2) Provisions that automatically renew the commercial agreement from year-to-year;
- (3) Any language that requires payment in advance of services or products;
- (4) Any language that requires a damage deposit;
- (5) Any clause requiring agreement to arbitration;
- (6) Any indemnification or hold harmless clause language must be replaced with the following:
Delete any commercial term or provision stating that the judiciary will indemnify the contractor, and replace with the following: “Notwithstanding any other term or provision of this agreement, the judiciary’s liability related to any claim for personal injury, death, property loss, or damage under this agreement, is limited by and subject to the procedures and terms of the Federal Tort Claims Act, the Antideficiency Act, and all other applicable federal laws and regulations.”
- (7) Any clause making state court jurisdiction or state law applicable.
- (8) Any language that requires the payment of interest;
- (9) Any schedule or fixed rate of liquidated damages or fees associated with the cancellation or reduction of the service;
- (10) Any language that indicates that the terms of the agreement are subject to change by the vendor without notice; and
- (11) Any language that requires the payment of taxes.