

Request for Quotation

RFQ number: D02NYSP2023-071923
Request Date: 07/19/2023
Quotes due no later than: 07/28/2023 5:00PM EST
Provide quotes to: James_puskuldjian@nysd.uscourts.gov

The U.S. Probation Office, Southern District Court of New York is requesting a quote/proposal for the items described below.

Using the quote sheet provided herein (attachments are permitted), email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.

The U.S. Probation Office, Southern District Court of New York intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **firm fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

Questions must be submitted in writing to James Puskuldjian at James_puskuldjian@nysd.uscourts.gov by COB July 19th.

STATEMENT OF WORK (SOW)

1.1 INTRODUCTION:

The U.S. Probation Office, Southern District Court of New York (NYP) is a Federal Probation Office that serves the Southern District of New York.

1.2 OBJECTIVES:

U.S. Probation Office, Southern District Court of New York seeks a location to hold a staff retreat/training from September 20, 2023 to September 22, 2023 for 100 staff members.

1.3 SCOPE:

Selected vendor must provide lodging accommodations, meals, conference rooms/training space, audio visual services for NYP.

2. REQUIREMENTS

Lodging:

Provide a block of 100 Guestrooms, for the nights of September 20th and 21st, 2023, at a rate not to exceed the General Services Administration's Per Diem lodging rate/ per person/per day, for your specific location.

To determine this per diem rate, use the link and simply enter your venue's city/state or zip code <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Event Space:

Provide two conference rooms that can accommodate 100 staff members from Thursday 9/21/2023 and Friday 9/22/2023.

Provide rooms/space for meal service. Lunch and dinner buffet should be in separate room from meeting room area.

Meals:

Provide the meals, as shown below, at a rate not to exceed the General Service Administration Per Diem Meal and Incidental Rates, per person/per day. **You may use the full M&IE rate, per person per day.**

To determine this per diem rate, use the link and simply enter your venue's city/state or zip code <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Provide a dinner to all staff members/guests on 9/20/2023 from 6:00PM – 8:00PM

Provide a continental breakfast to all staff members/guests on 9/21/2023 from 8:00AM – 9:00AM.

Provide snacks during a “AM break” on 9/21/2023 from 10:30 – 10:45AM and “PM break – 3:00PM - 3:15PM.

Provide a dinner buffet to all staff members/guests on 9/21/2023 from 6:00PM – 8:00PM

Provide a continental breakfast to all staff members/guests on 9/22/2023 from 8:00AM – 9:00AM.

2.1 SPECIAL REQUIREMENTS/INFORMATION

Quotes must include *all additional costs* (ie: fees) in the one firm fixed price provided, including but not limited to:

- Lodging
- Room costs
- Meals
- Service charges/fees

Lodging: Room block must include rooms that contain either two full size or queen beds, or 1 king bed per room.

Guests: Guest trainer will spend two nights 9/20/2023 and 9/21/2023.

Event Space: Conference rooms must contain tables and chairs, to accommodate the 100 attendees, as well as audio visual equipment and personnel to manage and operate said audio visual equipment.

Audio Visual equipment must include:

- Podium
- Microphone with wire/clip on microphone
- Room sound amplification (speakers)
- Remote Clicker
- Laptop
- Projector
- Screen

Vendor AV staff should be present to assist with setup and technical issues.

Meals:

Requisite utensils/napkins/plates, glassware, etc. must be provided by vendor for any food services.

Breakfast (Continental) must include, but is not limited to:

- Fresh Yogurt Parfaits, Granola, Berries
- Seasonal Fresh Fruit
- Fresh Baked Bagels with Condiments
- Assortment of Muffins, Danish with Accompaniments
- Breakfast Cereals
- Coffee/Tea
- Juice

Lunch must be of a “boxed lunch” type, and must include, but is not limited to:

- Choice of Sandwich (Grilled Chicken, Ham, Roast Beef, Turkey, etc.)
- Vegetarian, Vegan, and special dietary options
- Fresh Whole Fruit
- Chips
- Cookie
- Bottled water

Dinner plated/buffet must include, but is not limited to:

- Choice of three hot foods: Chicken, Beef, and Fish
- Vegan and special dietary options
- Garden Salad with variety of dressings
- Side Dishes
- Bread and Butter
- Dessert: Fresh Fruit; Assorted Cookies and Cakes

Snacks during “Breaks” must include, but is not limited to:

- Coffee/Tea/Assorted Soft Drinks
- Cookies/Chips

Please be advised that NYP is a federal, tax-exempt organization. Proof of tax-exempt status will be provided to the selected vendor.

NYP is a self-insured federal government entity. No additional insurance is required or will be provided by NYP. Do not include requests for any type of insurance to be provided by the Government (NYP) on your proposal.

Per U.S. Judiciary Policy §540.20 (b), any clause regarding payment of attorney fees by the government is prohibited. Do not include related language in a proposal response.

Per U.S. Judiciary Policy §540.20 (b), any clause regarding Credit Applications/running credit of the Federal Court is prohibited. Do not include related language in a proposal response. The U.S. Anti-Deficiency Act requires the U.S. Judiciary to ensure funds are available in order to authorize an obligation/contract.

Per U.S. Judiciary Policy §540.20 (b), any clause regarding Advance payments/deposits for a commercial agreement is prohibited. Do not include related language in a proposal response.

Per U.S. Judiciary Policy §540.20 (b), any language that relates to Arbitration or State Court/Law holding jurisdiction over a Federal Court agreement is prohibited. Do not include related language in a proposal response. Any court action, if so required, would take place in Federal Court.

Per U.S. Judiciary Policy §540.20 (b), any clause regarding Indemnification and/or Hold Harmless for a commercial agreement is prohibited. Do not include related language in a proposal response.

3. DELIVERABLES

Vendor must provide adequate lodging, space and meals to accommodate NYP staff and delineated agenda.

3.1 DATES OF PERFORMANCE

9/20/2023-9/22/2023

Quote Sheet for RFQ # D02NYP2023-071423

Instructions for Quoter:

Provide the information requested here as well as below within Provision 3-5 and Clause 7-10:

| | |
|--|--|
| Company name: | |
| DUNS number or UEI: | |
| Discount terms, if other than Net 30: | |

Instructions for Quoter:

Fill in the unit price and extended price for each item.

Fill in the grand total amount.

You may attach additional pages with a venue created proposal/contract draft.

| Item | Description | Qty | Unit of Issue | Unit Price (\$) | Extended Price (\$) |
|-------------|----------------------|------------|----------------------|------------------------|----------------------------|
| 1 | Lodging | 100 | EA | | |
| 2 | Meals | | | | |
| 3 | Room(s) Rental/Space | | | | |
| 4 | Extra Service Fees | | | | |
| 5 | AV Equipment | | | | |

| | |
|---------------------|-----------|
| GRAND TOTAL: | \$ |
|---------------------|-----------|

TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

SOLICITATION PROVISIONS

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 Owned
 - Hispanic American Owned
 - Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, 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 Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(end)

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>.

(end)

The following provisions marked with an 'X' are incorporated by reference:

| | |
|-------|--|
| 2-15 | Warranty Information (JAN 2003) |
| 2-70 | Site Visit (JAN 2003) |
| 2-85A | Evaluation Inclusive of Options (JAN 2003) |
| 2-85B | Evaluation Inclusive of Options (JAN 2003) |
| 2-85C | Evaluation of Options Exercised at Time of Contract Award (JAN 2003) |
| 3-185 | Evaluation of Compensation for Professional Employees (JAN 2003) |
| 4-155 | Alternate Awards (JUN 2014) |
| 4-165 | Price Proposal Instruction – Multi-Year Contract (JUN 2014) |

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name: James Puskuldjian

Address: 500 Pearl Street New York, NY 10007 8th FL

Telephone: 212-805-0500

E-mail: james_puskuldjian@nysp.uscourts.gov

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

2-75, Liquidated Damages (JAN 2003)

(a) If the contractor fails to complete delivery of the products, or performance of the services within the time specified in this contract, or any extension, the contractor shall, in place of actual damages, pay to the judiciary \$250 for liquidated damages as agreed for each calendar day of delay.

(b) Alternatively, if completion of delivery or performance is delayed beyond the contract dates, the judiciary may, at its sole discretion, terminate this contract in whole or in part under the Termination for Default clause, and the contractor shall be liable for the agreed liquidated damages accruing until the time the judiciary may reasonably obtain delivery or performance of similar products or services. The liquidated damages will be in addition to excess costs of re-procurement.

(c) The contractor will not be charged with liquidated damages when the delay in completion of delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

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>.

(end)

The following clauses marked with an 'X' are incorporated by reference:

| | | |
|---|-------|--|
| x | 1-5 | Conflict of Interest (AUG 2004) |
| x | 1-10 | Gratuities of Gifts (JAN 2010) |
| x | 2-5B | Inspection of Services (APR 2013) |
| x | 2-20A | Incorporation of Warranty (JAN 2003) |
| | 2-40B | Delivery of Excess Quantities (JAN 2003) |
| x | 2-50 | Continuity of Services (JAN 2003) |
| x | 2-55 | Privacy or Security of Safeguards (JAN 2003) |
| x | 2-60 | Stop-Work Order (JAN 2010) |
| x | 2-80 | Judiciary Property (JAN 2003) |
| | 2-90C | Option to Extend Services (APR 2013) |
| | 2-90D | Option to Extend the Term of the Contract (APR 2013) |
| | 2-110 | Option to Purchase Equipment (JAN 2003) |
| | 2-125 | Security for Advance Payment (APR 2013) |
| | 2-130 | Energy Efficiency in Energy-Consuming Products (APR 2013) |
| | 2-135 | Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019) |
| | 2-140 | Judiciary IT Security Standards (APR 2013) |
| | 3-1 | Contractor Use of Mandatory Sources of Products or Services (JUN 2012) |
| X | 3-3 | Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014) |
| | 4-150 | Cancellation Under Multi-Year Contracts (JUN 2014) |

| | | |
|---|-------|--|
| x | 5-1 | Payments under Personal and Professional Services Contracts (APR 2013) |
| x | 5-30 | Authorization and Consent (JAN 2003) |
| | 5-30 | Alternate I (JAN 2003) |
| | 6-10 | Deposit of Assets Requirements (APR 2013) |
| x | 6-20 | Insurance – Work On or Within a Judiciary Facility |
| | 6-15 | Deposit of Assets Instead of Surety Bonds (JAN 2003) |
| | 6-65 | Rights in Data – Special Works (JAN 2010) |
| | 6-75 | Rights to Data in an Offer (APR 2013) |
| | 6-80 | Rights in Data – Existing Works (JAN 2010) |
| | 6-90 | Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010) |
| | 6-110 | Deferred Ordering of Technical Data or Computer Software (JUN 2014) |
| X | 7-1 | Contract Administration (JAN 2003) |
| X | 7-5 | Contracting Officer's Representative (APR 2013) |
| X | 7-15 | Observance of Regulations/Standards of Conduct (JAN 2003) |
| X | 7-25 | Indemnification (AUG 2004) |
| | 7-45 | Travel (APR 2013) |
| X | 7-55 | Contractor Use of Judiciary Networks (JUN 2014) |
| | 7-70 | Judiciary Property Furnished "As Is" (APR 2013) |
| | 7-95 | Contractor Inspection Requirements (JAN 2003) |
| X | 7-115 | Availability of Funds (JAN 2003) |
| | 7-160 | Limitation on Withholding of Payments (APR 2013) |
| | 7-170 | Notice of Intent to Disallow Costs (JAN 2003) |
| | 7-180 | Prohibition of Assignment of Claims (JUN 2012) |
| X | 7-220 | Termination for Convenience of the Judiciary |
| X | 7-215 | Notification of Ownership Changes (JAN 2003) |
| X | 7-30 | Termination for Default (Fixed-Price – Products and Services) (JAN 2003) |