

US DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Request for Quotation

RFQ Number: 18-NYSDEXEC-02

Request Date: 7/2/2018

To: Vendor

Special Notes:

This is a request for **Open Market Pricing**.

Quotes may be faxed or e-mailed to the below listed address by **5pm July 20th, 2018 EST**. Hand carried quotes must be delivered by the same time at 500 Pearl Street, Suite 820, New York, NY 10007 to the attention of James Puskuldjian. Submit a technical proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a price quotation broken down into the line items listed.

A fixed price award from this RFQ will be made based on a Best Value offer.

Quotes and questions concerning this RFQ should be addressed to James Puskuldjian at:

U.S. District Court
500 Pearl Street
Suite 820
New York, NY 10007

Services are to be performed at: 500 Pearl Street, New York, NY 10007
40 Foley Square, New York, NY 10007
300 Quarropas Street, White Plains, NY 10601

Sincerely,

James Puskuldjian
Contracting Officer

Quote Sheet for RFQ Number: _____

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	<i>A/V SERVICES</i>	1	Contract Award and security approvals of on- site contractor through 6 months		
2	<i>OPTION PERIOD 1</i>	1	3 months		
3	<i>OPTION PERIOD 2</i>	1	3 months		
				TOTAL	

Vendor's Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

DUNS number

Printed or Typed Name of Signator

Discount Terms or Net 30?

STATEMENT OF WORK (SOW)

1.1 INTRODUCTION:

The United States District Court for the Southern District of New York is a federal court that serves the counties of New York, Bronx, Westchester, Rockland, Putnam, Orange, Dutchess, and Sullivan, and draws jurors from those counties. The Court hears cases in Manhattan, White Plains, and Poughkeepsie, New York.

The Court maintains approximately 60 courtrooms, 12 conference rooms, and miscellaneous offices and spaces that house audio/visual technologies, including; Teleconferencing, videoconferencing, evidence presentation and annotation (for juries, litigants, government, public etc.), audio equipment and control, multi-media boards, audio and video recordings, video broadcast, software, etc. The court continually updates technologies (both hardware and software) and process, keeps an inventory of equipment, performs preventative maintenance, and schedules the usage of all rooms, both conference and courtroom.

1.2 OBJECTIVES:

The court seeks an experienced independent Audio/Visual Contractor to assist in the maintenance, installation, upgrading, and operation of the above mentioned technologies and equipment.

1.3 SCOPE:

Operation of the Court's Audio/Visual Technologies for the contract period, including options, performing the following tasks:

1.4 SPECIAL REQUIREMENTS/INFORMATION:

- Crestron Essentials Programming Certification
- Crestron Product Installation Certification
- Minimum of ten (10) years relevant experience in the Audio/Video industry for on-site staff performing the duties required in the scope of work, including heavy experience in all areas in the "Requirements" section below.

2 REQUIREMENTS

- Installation of audio/visual technologies in courtrooms and conference rooms, including audio racks and components, data and audio cabling, cable terminations, programming.
- Maintenance of audio/visual technologies, including repairs, preventative maintenance, etc.
- Audio/visual "set-ups", including starting and maintaining teleconferences, videoconferences, etc.
- Recommend new technologies to Court Management.

- Train staff on audio/visual technology use and operation.

3 DELIVERABLES

- Bi-weekly written reports on issues identified during performance of work, which should include reports, recommendations to fix issues, proactive recommendations for equipment maintenance, upgrades, etc.
- Schedules for installation services when tasked with specific rooms
- Create maintenance plan for SDNY courtrooms
- Create maintenance plan for SDNY conference rooms
- Monthly report on training development of SDNY staff on A/V systems

3.1 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES

The contractor shall provide services during normal business hours (8am – 5pm) Monday through Friday. The court envisions on-site support needed to satisfy the requirements of the scope of work is equal to one FTE staff member. Provided staff should not change on a regular basis, as the court must have continuity of operations with personnel on hand.

3.2 REVIEW PERIOD FOR DELIVERABLE(S)

Written deliverables will be reviewed within five (5) days of receipt. Contractor will have an additional 3 days to correct any deficiencies found in the deliverable.

3.3 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

Properly formatted MS Word or PDF documentation for written deliverables

4 ENVIRONMENT:

Work will be performed in three Federal Courthouses.

4.1 LOCATION(S) FOR PERFORMANCE:

The contractor will be required to report to either 500 Pearl Street, New York, NY 10007, 40 Foley Square, New York, NY 10007, or 300 Quarropas Street, White Plains, NY 10601 to provide services to the court

4.2 GOVERNMENT FURNISHED PROPERTY

Workspace may be provided if deemed necessary by the Court.

4.3 CONTRACTOR FURNISHED MATERIAL

The Court will provide all components, software, and hardware needed for installation, repairs, maintenance of Court A/V equipment.

4.4 ACCESS TO JUDICIARY IT NETWORKS

5. SCHEDULED FOR INVOICE PAYMENTS

Invoice will be paid in arrears on a monthly basis. Each monthly invoice shall be for 1/6 of total contract price.

If option terms are picked up, the vendor shall invoice the court for 1/3 of the total option contract price.

Payment terms are Net 30. Contractor shall submit an original invoice to:

United States District Court
Southern District of New York
500 Pearl Street, Suite 820
New York, NY 10007

6. EVALUATION FACTORS FOR AWARD

The judiciary intends to award a contract to the responsible offeror providing a proposal that conforms to the requirements of the Solicitation, which is determined to represent the best value to the judiciary on the basis of the following evaluation factors (listed in descending order of importance):

Factor 1 – Technical

Factor 2 – Past Performance

Factor 3 – Price

In determining the best value, Technical Past Performance, when combined, are more important than Price. The judiciary may make trade-offs between technical excellence and price when determining which proposal offers the best value. Trade-offs will be based on the judiciary's assessment of whether the technical excellence offered provides added value, added capability, and/or reduced risk to the judiciary. The importance of price in the evaluation will increase with the degree of equality of the technical proposals or when the price is so significantly high as to diminish the value of the technical superiority.

Factor 1 – Technical:

Each technical proposal will be evaluated to assess the extent to which the technical proposal demonstrates an understanding of, and an efficient and effective approach to accomplishing, the task objectives set forth in the Solicitation, while mitigating performance risk.

Factor 2 – Past Performance:

The judiciary will evaluate each offeror to ascertain whether the contractor has a satisfactory record of recent, relevant past performance. The judiciary will gather information about the quality of the offeror's recent, relevant past performance.

Offerors shall submit a list of workplaces under which the offeror recently performed tasks relevant to those required by the Solicitation.

- To be considered recent, work must have been performed during the three years preceding the issue date of the Solicitation.
- To be considered relevant, the effort under the referenced experience must have been similar in type, size, scope and complexity to the effort required by the solicitation.
- At a minimum, each reference shall include the following information:
 - (1) Business/organization name and agencies supported.
 - (2) Technical Point of Contact with knowledge about the offeror's performance under the referenced contract/employment (name, title, address, and telephone number).
 - (3) Contract value and duration (if applicable), type of contract (specific type such as direct employment, Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), Labor Hour (LH) etc.)
 - (4) Date(s) of performance.
 - (5) Description of services and equipment provided by the offeror as part of the effort, particularly identifying aspects of the offeror's past performance effort that are similar in scope and magnitude of effort and complexities as this Solicitation requires.

NOTE: The offeror shall submit the written consent of its major subcontractors to allow the disclosure of its subcontractor's past performance information to the offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered.

Factor 3 – Price:

The existence of price competition is expected to support a determination of price reasonableness. Price analysis techniques may be used to further validate price reasonableness.

7. SUBMITTED PROPOSALS

Vendors should submit proposals that include the following:

- Page 2 Quote Sheet Provided above
- Description of Services vendor will provide to the court that details the technical approach vendor would utilize to meet Scope of Work, including number of staff members organization would provide to meet the requirements (again, the court believes one FTE would satisfy the requirement)
- Certifications of on-site staff provided to the court
- Proof of Past Performance with references (see Factor 2 above)
- Resumes of the personnel to be stationed at the Court performing the scope of work requirements

APPLICABLE JUDICIARY TERMS AND CONDITIONS

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>

(end)

2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

<input checked="" type="checkbox"/> Clause 2-55	Privacy or Security Safeguards
<input checked="" type="checkbox"/> Clause 2-60	Stop Work Order
<input checked="" type="checkbox"/> Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
<input checked="" type="checkbox"/> Clause 3-300	Registration in the System for Award Management
<input type="checkbox"/> Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
<input type="checkbox"/> Clause 6-20	Insurance – Work on or Within a Judiciary Facility (APR 2011)
<input type="checkbox"/> Clause 7-55	Contractor Use of Judiciary Networks (JUN 2014)
<input type="checkbox"/> Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
<input type="checkbox"/> Clause 7-115	Availability of Funds (JAN 2003)
<input checked="" type="checkbox"/> Clause 7-220	Termination for Convenience of the Judiciary (Fixed-Price) (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not

exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

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)

Solicitation Provisions Incorporated by Reference

Provision 2-70 Site Visit (JAN 2003)
 Provision 2-85A Evaluation Inclusive of Options (JAN 2003)
 Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

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 basis. Alternate offers based on other contract types will not be considered.

(end)

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.

(end)

____ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror does does not certify that –

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

____ Provision 3-220 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers,

and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.