

**Request for Quotations  
Open Market  
Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: 17-D02NYSD-02

Request Date: 06/02/2017

**Special Notes:**

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

Quotes may be faxed or e-mailed to the below listed address by **June 15<sup>th</sup>, 9:00AM** local time. Handcarried quotes must be delivered by the same time to 500 Pearl Street, Suite 820, New York, NY 10007 to Matthew Rogers, Contracting Officer. Submit a technical proposal describing your approach and project management in accordance with the attached statement of work.

**A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.**

Quotes and questions concerning this RFQ should be addressed to Matthew Rogers at:

Daniel Patrick Moynihan U.S. Federal Courthouse  
500 Pearl Street, Suite 820  
New York, NY 10007  
Matthew\_rogers@nysd.uscourts.gov

Services are to be provided for the The Puerto Rico Oversight, Management, and Economic Stability Act "PROMESA" proceedings held before within the jurisdictions of the U.S. Courts; Southern District of New York, and the District Court of Puerto Rico through June 15, 2018, with up to four option years.

Sincerely,  
Contracting Officer

Quote Sheet for RFQ Number: \_\_\_\_\_

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	<b>Teleconferencing service</b>				
				<b>TOTAL</b>	

Note: See Section 3, "Requirements" on estimate guidelines.

\_\_\_\_\_  
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 seeks to award a revocable, exclusive contract to a provider of teleconferencing service for attorneys and media outlets for use during the The Puerto Rico Oversight, Management, and Economic Stability Act, or “PROMESA”, proceedings. These proceedings will be held within the jurisdictions of the U.S. Courts; Southern District of New York, and the District Court of Puerto Rico.

### **1.2 OBJECTIVES:**

This contract grants the right to the contractor to supply teleconference access for the sole benefit of the attorneys and or media outlets while doing business in the court, or covering a court proceeding. The awarded contractor shall provide telephonic access to users at no cost to the court, and a web portal for the court to manage the users on the call. The awarded contractor’s revenue shall be solely based on fees for use of the service. The court will not act as agent or provide any support in connection with this service, including collecting payment.

### **1.3 SCOPE:**

The scope of this agreement is to provide the attorneys and media outlets with teleconference access in courtrooms during court proceedings, and in conference rooms, subject to the prior and continued approval of the presiding judicial officer or designated court official. Court proceedings shall not be affected by any interruption in service and subscribers must be so notified by the awarded contractor. The awarded contractor shall be solely responsible for the quality and continuity of the teleconference provided under this Agreement and awarded contractor’s written agreement with its subscribers must include the specific acknowledgment that the communication-related issues, including disconnections, will not constitute cause warranting the delays or interruptions of Court proceedings. The awarded contractor is not authorized to provide any services other than those specified in this Agreement unless a bilateral modification is agreed upon.

### **1.4 SPECIAL REQUIREMENTS/INFORMATION:**

The Court requires a web based method to have limited control over users of the service during live proceedings. This web-based method must allow the court to have an “administrator” level account that can mute, unmute, or cut users out of the call at any time.

Vendor must require that users requesting access provide the following information for each proceeding: Law Firm Affiliation, Client Representation, Individual Requesting Access. Vendor must provide to the Court, a visible web portal that provides individuals wishing to speak during a live proceeding with a method by which to identify themselves (*e.g.*, a portal that includes a queue of telephonic speakers to be called by the Court).

Judicial Staff must have the ability to approve or deny the requested access through the web portal or e-mail. No person or organization will gain access to a proceeding without direct approval from the Court.

The vendor must also provide complimentary access to other members of the U.S. Judiciary and other individuals specifically designated by the Court upon request. The vendor must also provide a local, or toll-free “1-800” number for the courts to establish the call to the telephonic service.

No recording will be made of any proceeding unless specifically authorized by the presiding Judge.

## **2 REQUIREMENTS**

The awarded contractor shall provide all equipment, including but not limited to, telephone lines and teleconference phones/speakers, if deemed necessary by the court.

The contractor must provide the quote for their service based on an average daily proceeding, which as a good faith estimate, is to be approximately 3 hours. The awarded contractor shall contract with and charge the users of its services in accordance with the court-approved fee schedule referred to in page 2 of this document, or a price breakdown sheet that clearly states the cost of services to users on a per hour basis.

Final placement of all materials and equipment on government property shall be done only after the awarded contractor is provided written approval by the contracting officer's technical representative (COTR).

### **3 DELIVERABLES**

Provide attorneys or media outlets with teleconference access in courtrooms or chambers, subject to the prior and continued approval of the presiding judicial officer or designated court official.

Provide a web based control method for designated court officials to control a live call through administrator access, including user access, muting or unmuting, etc.

Provide a monthly report listing in Excel format the total monthly revenue earned under this agreement, and shall include a list of all users of the service as it relates to the PROMESA proceedings, and contact information of said users.

Vendor will provide the Contracting Officer with the name of the person responsible for generating the reports.

#### **3.1 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES**

The contract shall cover services for attorneys and media outlets for use during the The Puerto Rico Oversight, Management, and Economic Stability Act, or "PROMESA", proceedings. This is a revocable contract that can be terminated at any time at the discretion of the U.S. Judiciary – U.S. District Court for the Southern District of New York.

The term of this contract is June 15, 2017 through June 15, 2018, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of the Contract" clause.

Applicable administrator accounts for the Court and its officers must be created and established within four (4) workdays after the award is made. Service must be ready for attorneys or media outlets within five (5) workdays after the award is made.

#### **3.2 REVIEW PERIOD FOR DELIVERABLE(S)**

The Court will review deliverables within five (5) business days and if a deficiency is found, will correspond with the contractor stating the deficiency. Deficiencies will be corrected within two (2) business days.

#### **3.3 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)**

Acceptance of deliverables will affirm that the accounts for court users are active, reports on usage are found to be complete, and the court has deemed that service was provided in an appropriate and effective manor to users.

### **4 ENVIRONMENT:**

Web based presence for Court to be able to control users of the service.

**4.1 LOCATION(S) FOR PERFORMANCE:** The Court Proceedings will be held within the U.S. District Court for the Southern District of New York located in New York, NY or in the District Court in Puerto Rico, located in San Juan.

**4.2 GOVERNMENT FURNISHED PROPERTY**  
n/a

**4.3 CONTRACTOR FURNISHED MATERIAL**  
Contractor will provide any equipment deemed necessary by the Court.

**4.4 ACCESS TO JUDICIARY IT NETWORKS**

No access will be provided to the court network, with the exception of a telephonic link.

**4.5 Travel**

The court will not reimburse for any costs associated with the contractor establishing this service in Puerto Rico or New York.

## 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:

- Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
- Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-115 Availability of Funds (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 \_\_\_\_\_ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*].

(end)

- 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 14 calendar days prior to the contract's current expiration date of *June 15, 2018*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 30 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 5 years.

## 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 of 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.

(end)