

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

***Request for Quotation***

RFQ Number: 14-02D2

Request Date: 9/16/2014

**Special Notes:**

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

Quotes may be faxed or e-mailed to the below listed address by **September 29<sup>th</sup>, 9:00AM** local time. Handcarried quotes must be delivered by the same time at 500 Pearl Street, New York, NY 10007 to 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 the lowest priced, technically acceptable offer.**

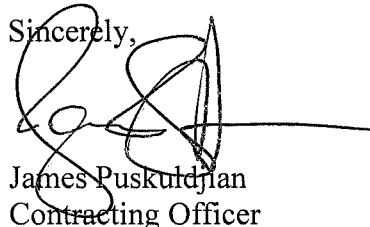
Quotes and questions concerning this RFQ should be addressed to James Puskuldjian at:  
Daniel Patrick Moynihan U.S. Federal Courthouse  
500 Pearl Street, Suite 820  
New York, NY 10007  
James\_Puskuldjian@nysd.uscourts.gov

Services are to be performed at:  
Daniel Patrick Moynihan U.S. Federal Courthouse  
500 Pearl Street  
New York, NY 10007

Thurgood Marshall United States Courthouse  
40 Foley Square  
New York, NY 10007

Charles L. Briant Federal Building and Courthouse  
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	<b>Teleconferencing service</b>				
				<b>TOTAL</b>	

\_\_\_\_\_  
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, non-exclusive contract to a provider of teleconferencing services for attorneys to use from the awarded contractor while doing business in the United States courthouses at 500 Pearl Street, New York, New York, 40 Foley Square, New York, New York, and 300 Quarropas Street, White Plains.

### 1.2 OBJECTIVES:

This contract grants the right to the contractor to supply teleconference access for the sole benefit of the attorneys while doing business in the court. 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. The awarded contractor shall provide teleconference access to users at no cost to the court. 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 or services in connection with this service, including collecting payment. No services will be provided to the court under this agreement.

### 1.3 SCOPE:

The scope of this agreement is to provide the attorneys with teleconference access in courtrooms during court proceedings, and in judicial chambers, 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 attorney subscribers must include the attorney's specific acknowledgment that the communication-related issues, including disconnections, will not constitute cause warranting the delays or interruptions of Court proceedings. Recording(s) of teleconference calls are not permissible unless expressly permitted in writing by the judicial officer assigned to the matter. The awarded contractor is not authorized to provide any services other than those specified in this Agreement.

### 1.4 SPECIAL REQUIREMENTS/INFORMATION:

Public users shall be responsible for payment for services to awarded contractor under this solicitation. The U. S. Government will not be liable for any financial obligation in the performance of these services. The assessment of any charges, other than those permitted to under this agreement, may be grounds for immediate termination of the license and this agreement.

## 2 REQUIREMENTS

The awarded contractor shall provide all equipment, including but not limited to, telephone lines and teleconference phones/speakers.

Building infrastructure is off-limits to the awarded contractor's personnel.

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 with teleconference access in courtroom or chambers, subject to the prior and continued approval of the presiding judicial officer or designated Court official.

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

The term of this Agreement is for one year from date of establishment with two (2) one-year option periods to be exercised at the Government's discretion in accordance with Clause 2-90D, Option to Extend the Term of the Agreement.

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

The awarded contractor shall provide the COTR of the Agreement with a monthly report listing the total monthly revenue under this agreement. Awarded contractor shall provide the COTR with the name of the person responsible for generating the reports and phone numbers. These reports are due to the COTR on or before the fifth business day of each month. The reports shall be sent electronically and shall be accessible by Microsoft Office bundled software.

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

The reports shall be sent electronically and shall be accessible by Microsoft Office bundled software and contain data required in Section 3.2

### **4 ENVIRONMENT:**

Service is to be provided within courtrooms and chambers

#### **4.1 LOCATION(S) FOR PERFORMANCE:**

Services are to be provided at:

Daniel Patrick Moynihan U.S. Federal Courthouse  
500 Pearl Street  
New York, NY 10007

Thurgood Marshall United States Courthouse  
40 Foley Square  
New York, NY 10007

Charles L. Briant Federal Building and Courthouse  
300 Quarropas Street  
White Plains, NY 10601

#### **4.2 GOVERNMENT FURNISHED PROPERTY**

Provision 7-60 Judiciary-Furnished Property or Services (JAN 2003)

No property or services will be furnished by the judiciary unless specifically provided for in the solicitation.

#### **4.3 CONTRACTOR FURNISHED MATERIAL**

Awarded contractor will provide all required equipment and materials to establish a teleconference call. The Judiciary reserves the right to allow a teleconference connection to be made from internal, government installed telephone lines and equipment that may already be in place.

#### **4.4 ACCESS TO JUDICIARY IT NETWORKS**

No access to the Judiciary IT network will be allowed.

## 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 15 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 15 calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days [60 days unless a different number of days is inserted] 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 3 (years).

(end)

## 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 type 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.