

Request for Quotation #RFQ-21-0002-AMENDMENT 2

Event Name: Core Correctional Practices Conference
Proposed Conference Dates: September 12-17, 2021
Organization: United States Probation Office, District of Puerto Rico
 150 Carlos Chardón Avenue, Suite 225, San Juan PR 00918
RFQ-Original Issue date: July 30, 2021
RFQ-Amended Issue date: August 19, 2021
RFQ-Amended- #2 - Issue date: August 24, 2021
RFQ-Quote Due Date: Wednesday August 25, 2021 - **Note that amended requisites have been highlighted**
 Quotes shall be submitted via e-mail on or before the due date by **2:00 pm** EST to the point of contact

Point of Contact: Jocelyn Pimentel, Procurement Specialist
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Description of Required Services

The United States Probation Office, District of Puerto Rico seeks open market quotations for hotel accommodations and meeting space for its **Core Correctional Practices Conference** to take place in San Juan, Puerto Rico from **September 12-17, 2021**. Meeting dates are not flexible. Preferred Zone(s) shall be in the Municipality of San Juan, Puerto Rico. A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.

1- Hotel accommodations

(Number of Rooms/Nights): -**Capability to accommodate Thirty-one (31) hotel rooms for September 12, 2021 and Fifty-five (55) hotel rooms for four (4) nights (September 13, 2021-September 16, 2021)** at the government per diem rate of \$167.00 per night, exclusive of fees or non-exempted taxes.
 -Room costs will be reserved and paid for by each individual guest using a government issued credit card-this will not be charged to a Master account of any sort. The hotel agrees to not charge any holding deposit for each room reserved. If rooms are not available upon guest arrival hotel will agree to store luggage until time of check-in as needed.
 -Continental breakfast, early check in option (12:00 pm), late check-out option, and possibility of extending stay at reduced government rate preferred but not required.

	Lodging Rooms Needed					
Day(s) / Date(s)	Sunday Sept 12, 2021	Mon. Sept 13, 2021 (check in)	Tues. Sept 14, 2021	Wed. Sept 15, 2021	Thurs. Sept 16, 2021	Fri. Sept 17, 2021 (check out)
# of Rooms	31	55	55	55	55	0*

* Government per diem rate shall be honored for guests requiring their hotel stay on the Friday September 17, 2021 night.

2-Conference Meeting

- Rooms/space requirements:

Main Conference Room

- Must accommodate a minimum of **eighty (80)** participants.
- Main conference room shall be available ONLY Tuesday September 14 and Wednesday September 15, 2021 from 7:30 am to 5:30 pm **and may double as break out room (s)**.
- Two registration tables with four chairs should be set-up outside the conference room Tuesday September 14, Wednesday September 15, and Thursday September 16, 2021 from 7:30 a.m. to 5:30 p.m.
- Main conference set-up:
 - At least ten (10) round tables that can accommodate **eight (8)** people per table arranged in conference style. Tables should be numbered;
 - One (1) head table, placed to the side or front of the Main conference room, that can accommodate a panel of 8 people;
 - One (1) table and six extra chairs in the back of the room;
 - One (1) podium with microphone in front of the room.
 - Videos will be played, so a room with as few obstructions as possible is desired so participants can view the screen.

Breakout rooms

- A minimum of **six (6)** breakout rooms that can accommodate up to of 15 people in each room will be needed. Each room should have 3 round tables that sit a minimum of 5 people, **unless noted in table below.**

Attached is summary table for reference:

	Mon. Sept 13, 2021	Tues. Sept 14, 2021	Wed. Sept 15, 2021	Thurs. Sept 16, 2021	Fri. Sept 17, 2021	AV required?
Main conf room* (80 persons max)	No	Yes	Yes	No	No	Yes
Break out room 1	No	Yes	Yes	Yes	Yes (for qty 25 persons- conference style)	Yes
Break out room 2	No	Yes	Yes	Yes	No	Yes
Break out room 3	No	Yes	Yes	Yes	No	Yes
Break out room 4	No	Yes	Yes	Yes	No	No
Break out room 5	No	Yes	Yes	Yes	No	No
Break out room 6	No	Yes	Yes	Yes	No	No

***May double as break out room(s)**

All meeting room/space requirements shall take into consideration current COVID19 restrictions/executive orders in place by local and federal government to allow for the appropriate level of social distancing due to COVID19 spread concerns. Occupancy percentage, if any, in main conference room and break out rooms shall follow applicable restrictions.

3-Audiovisual requirements: Audio and visual equipment for presentations needed as follows:

General requirements

-AV assistance is needed (for set up and strike down) at no cost to the government on Tuesday, Wednesday, and Thursday. Presenters will bring laptops/tablets for use during presentations but will require necessary connections and Wi-Fi.

-Wi-Fi connection should be available for the duration of the conference.

-Sound board: In addition to speakers, audios and videos will be played.

-No AV required for Monday Sept 13, 2021 or Friday Sept 17, 2021.

	Tues. Sept 14, 2021	Wed. Sept 15, 2021	Thurs. Sept 16, 2021	Fri. Sept 17, 2021
Main conf room*	-Video and audio capabilities. -Large/elevated LCD Projector screen -2 hand held microphones -2 lapel microphones -Sound system for video and audio	-Video and audio capabilities. -Large/elevated LCD Projector screen -2 hand held microphones -2 lapel microphones -Sound system for video and audio	No	No
Break out room 1	No	No	-Video and audio capabilities. -Large/elevated LCD Projector screen -2 hand held microphones -2 lapel microphones -Sound system for video and audio	No
Break out room 2	No	No	-Video and audio capabilities. -Large/elevated LCD Projector screen -2 hand held microphones -2 lapel microphones -Sound system for video and audio	No
Break out room 3	No	No	-Video and audio capabilities. -Large/elevated LCD Projector screen -2 hand held microphones -2 lapel microphones -Sound system for video and audio	No
Break out room 4	No	No	No	No
Break out room 5	No	No	No	No
Break out room 6	No	No	No	No

4- Food/Beverages:

Quote should consider **participants** for light refreshments* as follows:

-Day 1-Sept 14- AM/PM BREAK to include water, coffee, and light refreshments
(quantity 80 participants)

-Day 2-Sept 15-AM/PM BREAK to include water, coffee, and light refreshments
(quantity 80 participants)

-Day 3-Sept 16-AM/PM BREAK to include water, coffee, and light refreshments
(quantity 80 participants)

-Day 4- Sept 17-AM BREAK only to include water, coffee, and light refreshments
(quantity 25 participants)

***Light refreshments can include coffee, tea, milk, juice, bottled water, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, muffins, pastries, yogurt, or similar refreshments.**

5- Parking:

-If available, free parking will be provided for meeting attendees.

-If free parking is unavailable, flat rate costs for a maximum of **twenty-five (25)** parking spots for Tuesday September 14, Wednesday September 15, Thursday September 16, **and a maximum of five (5) parking spots Friday September 17, 2021.**

6- Other requirements:

-Hotel accommodations and conference room/break out rooms must be located within the San Juan, Puerto Rico metropolitan area.

-COVID19 protocols (such as hand sanitizing stations) shall be provided in Main conference room and break out rooms.

-Hotel must be located near five (5) independent restaurants within walking distance of the hotel.

-Ant setup/tear down fee shall be considered as part of the proposal.

7-Tax Exemption:

The US Probation Office is a Federal Government agency and is generally exempt from most federal and state taxes. Tax exempt ID: 660-44-7416. The invoice for the meeting room costs, audio/visual costs, food/beverage costs, and any other predetermined costs should be free of taxes. The final charges for attendees of the meeting are also exempt from most federal, state, and local taxes. The US Probation Office will provide the tax-exempt form and guests will complete an occupancy tax exemption form as needed.

8-Deposits:

If required, the judiciary (US Probation Office) can provide a mutually agreed upon deposit not to exceed 15% of the estimated total cost only for the **meeting room costs, audio/visual costs, food/beverage costs**, in exchange for the hotel to reserve or guarantee a space. Deposit must be mutually agreed upon.

9- Payment:

The US Probation Office will issue a purchase order to the hotel only for **meeting room costs, audio/visual costs, food/beverage costs**, and any other predetermined costs. The hotel will provide an invoice to the Probation Office for all payable costs at the conclusion of the event. Payment will be performed net 30 days after review of invoice. Note that room costs will be reserved and paid for by each individual guest using a government issued credit card.

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Terms & Conditions:

The United States Probation Office is a unit of the Judiciary of the Federal Government and is required to include the following terms and conditions:

APPLICABLE JUDICIARY TERMS AND CONDITIONS

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 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)

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 _____ 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 _____ 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 _____ (months) (years).

(end)

4. Incorporation of Department of Labor Wage Rate Determination

(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

(fill out blanks marked in yellow)

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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 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.

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- 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; a
 - (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](#)

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[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)