

UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII
PROBATION OFFICE

January 11, 2016



S. MATA

Chief U.S. Probation Officer

JONATHAN K. SKEDELESKI

Deputy Chief U.S. Probation Officer

Room 2300
300 Ala Moana Boulevard
Honolulu, Hawaii 96850-0001
Tel: (808) 541-1283
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RE: 2016 OFF-SITE STAFF RETREAT FOR THE OFFICES OF
US PROBATION and PRETRIAL SERVICES,
DISTRICT OF HAWAII
April 3 - 4, 2016
REQUEST FOR QUOTATION NO. 2016-01

This is a Request for Quotation (RFQ) for meeting and lodging rooms for the 2016 Off-Site Staff Retreat for the offices of U.S. Probation and Pretrial Services, to be held on April 3 - 4, 2016.

The requirements for our Off-Site Staff Retreat are specified on the attached RFQ. Your quotation shall include a tentative hold on the lodging and meeting rooms for a 30-day period starting from the response due date of January 15, 2016. An on-site visit to your property may be scheduled to view your lodging and meeting facilities prior to a selection being made.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. All RFQs must be received in our office NO LATER THAN 4:30 P.M., FRIDAY, JANUARY 15, 2016, by email or fax at 541-1345.

Please call Denise Kawada, Procurement Specialist, at 541-1286 if you have any questions concerning this RFQ. Thank you in advance for your interest in hosting our function.

Sincerely,

FELIX MATA
Chief U.S. Probation Officer

FM/dk
Attachments

REQUEST FOR QUOTATION NO. 2016-01
2016 OFF-SITE STAFF RETREAT FOR THE
OFFICES OF U.S. PROBATION & PRETRIAL SERVICES
April 3 - 4, 2016

PROPERTY:

CONTACT:

SUBMITTED BY: _____
(SIGNATURE): _____

NAME/TITLE: _____

/__ / We do not wish to participate.

Comments: _____

PLEASE COMPLETE AND RETURN TO THE U.S. PROBATION OFFICE NO LATER THAN 4:30 pm, JANUARY 15, 2016, either by fax at 541-1345 or email at denise_kawada@hip.uscourts.gov

REQUIREMENTS:

Vendor's quotation shall tentatively place a hold on the lodging and meeting rooms as specified below and shall be effective through February 17, 2016. The information provided by the vendor will be incorporated in the agreement (sample attached).

A. ROOM RATE/RESERVATION FOR April 3, 2016 (SUNDAY)

We require no more than 55 sleeping rooms/night (check in on Sunday, April 3, 2016; check out on Monday, April 4, 2016) at the lowest single rate available for up to 55 employees (one night) and two large suites (for approximately 10 to 15 people per suite) for April 3, 2016. Please note that the U.S. Probation Office cannot guarantee a minimum number of reserved nights.

The lowest rate for a standard single/double occupancy guest room is \$ _____ plus \$ _____ tax. Maximum occupancy per room is _____ people. A charge of \$ _____ plus \$ _____ tax is added for each additional adult person occupying the room. Children 18 and under are free of charge. The lowest rate for a suite to hold approximately 10 to 15 people is \$ _____ x 2 suites = \$ _____. The hotel resort fee is \$ _____.

A rooming list will be completed by the U.S. Probation Office which will contain each guest's name, arrival/departure date, and bed size preferences, and any special needs. This list will be provided to the hotel by _____. Cut-off date in order to secure reservations and group rate: _____.

The hotel shall provide overnight parking at a rate of \$ _____ per day (including tax).

B. INDIVIDUAL CANCELLATION/EARLY DEPARTURE

Individual reservations will be made by the guests' credit card. Reservations must be cancelled _____ hours prior to the intended date of arrival to avoid cancellation charges (one night's room). The hotel will provide a cancellation number for each canceled reservation.

Guests will have the opportunity to verify and amend their departure at the time of check-in with no penalty or additional charges.

C. GUEST CHECK-IN/CHECK OUT PROCEDURE

Rooms shall be available for check-in after _____. Check-out time is _____. If rooms are not available when guests arrive, the hotel shall store their luggage. The hotel shall also store luggage for guests who require delayed departure.

D. MEETING/BANQUET ARRANGEMENTS

Meeting Rooms/Audio Visual Equipment: The hotel shall provide the following meeting rooms on Sunday, April 3, 2016, from 8:00 a.m. to 6:00 p.m., and Monday, April 4, 2016, from 8:00 a.m. to 5:00 p.m. The large meeting room shall be equipped with a podium, microphone, tables and chairs arranged in a style conducive to a professional presentation.

The meeting room should be large enough to accommodate breakout group meetings in addition to providing a sense of privacy (i.e., sliding doors or some type of paneling that will eliminate or minimize the volume of ongoing discussions) and a lunch buffet for the entire staff.

How many groups can be accommodated? _____

How will the room be partitioned to provide a sense of privacy for the groups?

Any other comments:

Vendor may also describe another option for consideration:

Please check-off the boxes that are applicable to your quotation and fill in the appropriate information:

- Large Meeting Room: \$ _____ per day + \$ _____ tax
= \$ _____
- Podium/Microphone: \$ _____ per day + \$ _____ tax = \$ _____
- An other comments/costs:

Refreshments: Refreshments and meals may be served for meetings held in the large meeting room on Sunday, April 3, 2016, and Monday, April 4, 2016. Please provide the cost of the following refreshments and meals, to include gratuity. Please provide an itemized breakdown.

\$	breakfast to include coffee and juice for April 4, 2016	
\$	lunch to include soda and juice for April 4, 2016	
\$	appetizers and coffee, juice and soda for April 3, 2016	
\$	assorted drinks for April 4, 2016	
\$	assorted cookies or pastries for April 4, 2016	
\$	other	
\$	Total per day	

MISCELLANEOUS FEES: Provide details of any miscellaneous fees associated with our function that will be charged.

PAYMENT: The hotel shall invoice the U.S. Probation Office for all room charges, meeting spaces, food and beverages, and audio/visual charges. The hotel shall reference the purchase order number on the face of it's invoice.

Gratuities for portorage and maid service, room service and any other room expenses will be handled as each employee's expense on an individual basis upon departure.

OTHER:

PURCHASE ORDER TERMS AND CONDITIONS

Provisions and Clauses

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

. Include the following clause as prescribed in § 310.50.30(d) (Incidental Items Not on Schedule), § 325.30.20(b) (Written Solicitations), and § 325.45.10(c) (Open Market Purchases).

. Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

. (a) The following provisions are incorporated by reference into the request for quotations (RFQ):

- . (1) Provision 3-70, Determination of Responsibility (JAN 2003)
- . (2) Provision 3-210, Protests (SEP 2010)
- . (3) Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

. (b) The contractor shall comply with the following clauses incorporated by reference:

- . (1) Clause 1-15, Disclosure of contractor Information to the Public (AUG 2004)
- . (2) Clause 2-60, Stop-Work Order (JAN 2010)
- . (3) Clause 3-205, Protest After Award (JAN 2003)
- . (4) Clause 7-20, Security Requirements (APR 2013)
- . (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)
- . (6) Clause 7-35, Disclosure or Use of Information (APR 2013)
- . (7) Clause 7-85, Examination of Records (JAN 2003)
- . (8) Clause 7-125, Invoices (APR 2011)
- . (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- . (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- . (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- . (12) Clause 7-150, Extras (JAN 2003)
- . (13) Clause 7-185, Changes (APR 2013)
- . (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- . (15) Clause 7-210, Payment for Emergency Closures (APR 2013)

. (16) Clause 7-235, Disputes (JAN 2003)

. (c) The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:

. (1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

. (2) Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)

. (3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

. (4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized.)

. (5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)

. (6) The following apply to products only:

. a) Clause 2-25A, Delivery Terms and contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)

. b) Clause 2-45, Packaging and Marking (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)

. c) Clause 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to purchase orders over \$15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U. S. Virgin Islands.)

. (7) The following apply to services only:

. a) Clause 1-1, Employment by the Government (JAN 2003)

. b) Clause 1-5, Conflict of Interest (AUG 2004)

. c) Clause 3-160, Service Contract Act of 1965 (JUN 2012) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements, **or** Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements apply. See (c)(7)g) and (c)(7)h) below.)

. d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)

- . e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)
- . f) Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour contracts.)
- . g) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)
- . h) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (APR 2011) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)

. (d) Inspection/Acceptance

The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:

- . (1) within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and
- . (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

. (e) Excusable Delays

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

. (f) Termination for the Judiciary's Convenience

The judiciary reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be

paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

. (g) Termination for Cause

The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

. (h) Warranty

The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(end)

Provision 3-5, Taxpayer Identification and Other Offeror Information

Include the following provision as prescribed in § 325.30.20(b) (Written Solicitations) and § 330.10.30(a) (Provisions and Clauses).

. **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)