

## Request for Quotation

RFQ number: D02NYS2023-04242023

Quotes due no later than: 05/05/2023 5:00PM EST

Provide quotes to: James Griffenkrantz at James\_L\_Griffenkrantz@nysd.uscourts.gov  
212-805-0514

The U.S. District Court, Southern District of New York is requesting quotes for the items described below.

Using the quote sheet provided herein, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.

The U.S. District Court for the Southern District of New York intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

The period of performance will begin with 10 days after receipt of order (ARO).

The place of performance will be in conference room 880 in the Daniel Patrick Moynihan Federal Courthouse located at 500 Pearl St New York, NY 10007.

Sincerely,

James Griffenkrantz  
Contracting Officer

## **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.

### **1.2 OBJECTIVES:**

Southern District of New York (SDNY) seeks an experienced independent company to replace the Audio DSP in conference room 880 and audio tune the room to ensure high quality audio reinforcement in The Daniel Patrick Moynihan United States Courthouse, located at 500 Pearl Street, New York, New York 10007.

### **1.3 SCOPE:**

Replace existing Crestron DSP with BiAmp DSP, install and program BiAmp DSP, update Crestron code for the room, and tune audio in room. BiAmp DSP must work seamlessly with other AV systems in the room, including TAIDEN and CISCO conference equipment

## **2 REQUIREMENTS**

Removal of Creston DSP and installation of BiAmp DSP

### **Installation**

- Install and Program BiAmp DSP replacing existing Crestron DSP
- Install new AMP
- Update Crestron code

### **Tuning**

Tune conference room 880.

## **2.1 SPECIAL REQUIREMENTS/INFORMATION**

### **Existing Rack Equipment**

- Cisco sx80
- Fostex 6301 for room monitoring
- Crestron Dmps3 -300-c-aec
- 2 Crestron AMP -3201OT (to be replaced)
- Crestron DSP -1282 (to be replaced)
- 2 -Taiden Paperless Multi-Media Congress System
- 2 - Taiden TMX Professional Matrix Series
- 2 - Taiden Digial Congress System
- 2 - Taiden power supply for Congress System

**Existing DSP and Crestron Code can be provided.**

**Site Visit** - Optional walk through of room (Date and time: April 28, 2023, 11AM)

### **3 DELIVERABLES**

Vendor must complete the project within 5 workdays after notice to proceed with an agreed upon start date.

#### **3.1 SCHEDULE FOR PERFORMANCE**

The contractor shall provide services and have site access between the business hours of 7:30am – 5pm Monday through Friday

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

The court shall mark the project as substantially complete within two days of contractor notice of completion to the court. If deficiencies are found in the deliverable, the contractor shall have 2 additional days to make corrections.

**Quote Sheet for RFQ # D02NYSD2023-04242023**

**Instructions for Quoter:**

Provide the information requested here and below at Provision 3-5 and Clause 7-10:

<b>Company name:</b>	
<b>DUNS number or UEI:</b>	
<b>Discount terms, if other than Net 30:</b>	

**Instructions for Quoter:**

Fill in the unit price and extended price for each item.

Fill in the grand total amount.

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price (\$)</b>	<b>Extended Price (\$)</b>
1	Conference room Biamp Install (see SOW)	1	JOB		
2					
3					

<b>GRAND TOTAL:</b>	\$
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## TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

## SOLICITATION PROVISIONS

### 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 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)

**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)

The following provisions marked with an 'X' are incorporated by reference:

x	2-15	Warranty Information (JAN 2003)
x	2-70	Site Visit (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
	3-185	Evaluation of Compensation for Professional Employees (JAN 2003)
	4-155	Alternate Awards (JUN 2014)

4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)
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## **CONTRACT CLAUSES**

Applicable to both the solicitation and contract

### **Clause 7-10, Contractor Representative (JAN 2003)**

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

**Name:**

**Address:**

**Telephone:**

**E-mail:**

**Fax:**

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(end)

### **2-20C, Warranty of Services (JAN 2003)**

#### **Warranty of Services (JAN 2003)**

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor 2 days from the date of acceptance by the judiciary. This notice will state either:

(1) that the contractor shall correct or re-perform any defective or nonconforming services; or

(2) that the judiciary does not require correction or re-performance.

(c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.

(d) If the judiciary does not require correction or re-performance, the contracting officer will

make an equitable adjustment in the contract price.

## 2-65, Key Personnel (APR 2013)

(a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:

- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
- (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
- (3) Except as provided in paragraph (4) of this clause, at least 3 days in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
- (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 2 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 3 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
- (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
  - (a) name of person;



- (b) functional responsibility;
  - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
  - (d) citizenship status;
  - (e) experience related to the requirements of this contract; and
  - (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 3 days by the contractor.

(b) The following individuals are designated as key personnel under this contract:

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2-75, Liquidated Damages (JAN 2003)

- (a) If the contractor fails to complete delivery of the products, or performance of the services within the time specified in this contract, or any extension, the contractor shall, in place of actual damages, pay to the judiciary \$250 for liquidated damages as agreed for each calendar day of delay.
- (b) Alternatively, if completion of delivery or performance is delayed beyond the contract dates, the judiciary may, at its sole discretion, terminate this contract in whole or in part under the Termination for Default clause, and the contractor shall be liable for the agreed liquidated damages accruing until the time the judiciary may reasonably obtain delivery or performance of similar products or services. The liquidated damages will be in addition to excess costs of re-procurement.
- (c) The contractor will not be charged with liquidated damages when the delay in completion of delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

**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 clauses marked with an 'X' are incorporated by reference:

x	2-5B	Inspection of Services (APR 2013)
x	2-20A	Incorporation of Warranty (JAN 2003)

	2-40B	Delivery of Excess Quantities (JAN 2003)
x	2-50	Continuity of Services (JAN 2003)
x	2-55	Privacy or Security of Safeguards (JAN 2003)
x	2-60	Stop-Work Order (JAN 2010)
x	2-80	Judiciary Property (JAN 2003)
	2-90C	Option to Extend Services (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
x	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
x	5-1	Payments under Personal and Professional Services Contracts (APR 2013)
x	5-30	Authorization and Consent (JAN 2003)
	5-30	Alternate I (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
x	6-20	Insurance – Work On or Within a Judiciary Facility
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-45	Travel (APR 2013)
X	7-55	Contractor Use of Judiciary Networks (JUN 2014)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
X	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-220	Termination for Convenience of the Judiciary
X	7-215	Notification of Ownership Changes (JAN 2003)
X	7-30	Termination for Default (Fixed-Price – Products and Services) (JAN 2003)

### Security Requirements for The U.S. Courthouse Complex at 300 Quarropas

The U.S. Courthouse complex at 500 Pearl Street is on a federally secured street. It is secured by The United States Marshal Services. And in accordance with the requirements of this Agency, THE FOLLOWING SECURITY REQUIREMENTS MUST BE ADHERED TO OR MAY BE DENIED!

1. All trucking companies or shipping agents must fax this office, a minimum of 24hrs. Prior to delivery, the following specific security information.
  - a. Vehicle year, make, model, color, and license plate state & number.
  - b. Occupants of vehicle with social security numbers or INS Alien Numbers.
  - c. General description of goods being delivered.

This information must be on your company letterhead. *Hand written letters are acceptable.*

2. Each vehicle will under a USMS checkpoint inspection and carrier must allow room for canine and USMS handler to enter the cab and/or box of each vehicle.
3. Deliveries should be scheduled between the hours of 8:30AM-4:15PM unless otherwise indicated on court's government purchase order. Exceptions to this MUST be authorized in advance by this office.

FAILURE TO ADHERE TO U.S. MARSHALL SECURITY PROCEDURES WILL  
RESULT IN NON-ACCEPTANCE OF DELIVERY

- Is the space a conference room or a courtroom?

Conference Room

- They want the Crestron audio amplifier replaced, what type and quantity of speakers do they currently have?

We may replace the amplifier if required. There are 6 ceiling speakers.

- Is the space currently under an AV maintenance agreement? If not, should we include one?

It is not currently under a maintenance agreement. NO

- They requested code modifications to support the new Biamp DSP, do they have access to the uncompiled and editable Crestron code and touch panel files?

Yes