

AMENDED

REQUEST FOR QUOTATION

U.S. Probation Office
Middle District of North Carolina
101 S. Edgeworth St., Suite 312
Greensboro, NC 27401

June 3, 2024

RFQ No. 2024-2559-01

To: Undisclosed Recipients

The U.S. Probation Office for the Middle District of North Carolina is seeking quotes to furnish guest room accommodations, meeting room(s) and meals for an office retreat to be held in Downtown Greenville, SC from **September 16, 2024, to September 18, 2024**. Hotel guest sleeping rooms and the conference space must be on the same property.

The attached Request for Quotation (RFQ) describes the requirements of the U.S. Probation Office for this event. Also attached is a Pricing Form to be completed in response to this RFQ. Pricing quotes shall consist of firm-fixed prices for each item.

A fixed price based on quantity shall be awarded with a PO from this RFQ based on the lowest priced, technically acceptable offer.

Your quote must be emailed to Ashley Loftis and Eric Jorgensen. The email addresses are Ashley_Loftis@ncmp.uscourts.gov and eric_jorgensen@ncmp.uscourts.gov. Quotes must be emailed no later than 4:00pm on Friday, June 7, 2024 to be considered.

Questions concerning this solicitation shall be directed to Contracting Officer, Eric Jorgensen via email at eric_jorgensen@ncmp.uscourts.gov.

Thank you.



Eric C. Jorgensen
Contracting Officer

U.S. Probation Office
Middle District of North Carolina
RFQ Number 2024-2559-01

Description of Requirements

The following sets forth the requirements and terms and conditions of the U.S. Probation Office for goods and services to be provided by the hotel in response to this RFQ. Award will be made on basis of lowest cost, technically acceptable quote.

The U.S. Probation Office is exempt from state sales taxes; all items quoted should be exclusive of sales tax. A tax-exempt certificate will be provided upon award.

Guest Sleeping Rooms:

An estimated 70 guest rooms are required, comprised of either single or double occupancy, or a combination thereof. Rooms shall be available for check-in on Monday, September 16, 2024, no later than 10:00 am. Check-out on Wednesday, September 18 at 12:00 noon or later. If rooms are not available when guests arrive, the hotel shall store their luggage. The hotel shall also store luggage for any guest requiring delayed departure.

The U.S. Probation Office will provide a final count of the number of rooms required 30 days prior to check-in. A rooming list will be completed by the U.S. Probation Office and submitted to the hotel 14 days prior to check-in.

The U.S. Probation Office is eligible for the lodging per diem rate as established by the U.S. General Services Administration. The lodging per diem for Greenville, SC for September, 2024 is \$107.00 per night, exclusive of taxes. Cost for guest rooms may not exceed 150% of the GSA lodging per diem rate.

In the event guests arrive prior to the retreat dates, the hotel will offer an extension of the group rate on a space available basis. Payment for any such extended stays will be made by the guests' personal credit card.

***Friday, September 13: Possible shoulder stays based on availability (5 or less) – Paid separately by attendee.**

***Saturday, September 14: Possible shoulder stays based on availability (5 or less) – Paid separately by attendee.**

***Sunday, September 15: Possible shoulder stays based on availability (5 or less) – Paid separately by attendee.**

Monday, September 16: approximately 70 rooms

Tuesday, September 17: approximately 70 rooms

Guest Sleeping Room Needs: approximately 140 total @ GSA daily lodging rate \$107.00.

*We like optional shoulder stays for a few rooms a few days before the conference paid for directly by the attendees separately.

Meeting Room and Breakout Room:

The hotel shall provide a meeting room with tables and chairs to accommodate 80 guests. Meeting room shall be set up and available Monday, September 16, 2024 from 11:00am to 5:30pm, Tuesday, September 17, 2024 from 8:00am to 5:30pm, and Wednesday, September 18, 2024 from 8:00am to 12:00 noon. Meeting room set-up shall be ten round tables for eight people each. Final set up/layout requirements will be confirmed with the hotel 14 days prior to check-in. Hotel provided AV equipment must provide for laptop input to system and include a projector, projection screen, audio amplification system, podium microphone, and one lavalier microphone.

A beverage station with water, iced tea, and coffee is required for the main meeting room throughout.

A breakout room shall be set up to accommodate 35-40 people Tuesday, September 17, 2024 from 12:00 noon to 5:30pm. Final set up/layout requirements will be confirmed with the hotel 14 days prior to check-in.

Meals:

The final number of attendees for breakfasts, lunches, and snacks will be provided to the hotel 14 days prior to check-in.

Breakfast:

A buffet style breakfast shall be provided on Tuesday, September 17, 2024 and on Wednesday, September 18, 2024 for all attendees. If breakfast is complimentary to all hotel guests, it meets our requirements. GSA per diem rate is \$13.00pp.

Lunch:

Working lunch shall be provided in the meeting room on Monday, September 16, 2024. Time TBD. Lunch shall be provided on Tuesday, September 17, 2024. Lunch on Tuesday may be served either in the Meeting room or in an adjacent hall or in a separate hotel dining area. Specific times will be determined at least 14 days prior to check-in. Menu item selections must include gluten free and vegetarian options for a limited number of participants. GSA per diem rate is \$15.00pp.

PM Snack:

Snacks shall be provided on Monday, September 16, 2024 and Tuesday, September 17, 2024. Specific times will be determined at least 14 days prior to check-in. GSA per diem rate is \$13.00pp.

If invoiced together, the combined cost for lunch and snacks on day one, Monday, September 16, 2024, shall not exceed \$33.00pp exclusive of service fees. If invoiced together, the combined cost for breakfast, lunch, and snacks on day two, Tuesday, September 17, 2024, shall not exceed \$46.00pp exclusive of service fees. The cost for breakfast on day three, Wednesday, September 18, 2024 shall not exceed \$13.00pp exclusive of service fees.

Agenda TBD (example below):

Meeting Space/Program Needs: (Conference Room for 80, plus breakout room for 35-40 on day 2 only, room setup rounds, lapel mic or wireless handheld microphone, and a screen and projector for PowerPoint...guest provides laptop)

Monday, September 16 Day 1

- Guest room check-in.
- Meeting begins at 11:00am. (Rounds for 80 people)
- Working lunch 70+ @ GSA per diem rate \$15 + \$5 = \$20pp (Eat at round meeting room tables)
- Possible afternoon snack TBD. Not to exceed \$13pp
- Beverage station (water, iced tea and coffee) 1/2 Day
- Wrap up around 5pm

Tuesday, September 17 Day 2

- Breakfast buffet from 8:00- 8:45am (exact time TBD) @ GSA rate of \$13pp
- Meeting begins at 9:00am (Rounds for 80 people)
- Lunch buffet 70+ @ GSA per diem rate of \$15 + 5 = \$20pp (lunch can be served in a separate room or the same room is also acceptable)
- Breakout room for 35 people after lunch until 5pm
- Afternoon snack break (exact time TBD) Not to exceed \$13pp
- Beverage station (water, iced tea and coffee) All Day
- Wrap up around 5pm

Wednesday, September 18 Day 3

- Breakfast buffet from 8:00- 8:45am (exact time TBD) @ GSA rate of \$13pp
- Meeting begins at 9:00am (Rounds for 80 people)
- Beverage station (water, iced tea and coffee) 1/2 day
- Wrap up the meeting by noon
- Attendees depart

Payment:

The U.S. Probation Office shall issue a Purchase Order upon award for all items specified in this RFQ. A reasonable deposit for room holds and F&B is allowable. The hotel shall invoice the U.S. Probation Office for room charges, meeting spaces, food and beverages, service fees, and audiovisual charges. The hotel shall reference the purchase order number on the face of its invoice(s). The invoice(s) shall be emailed to Ashley_Loftis@ncmp.uscourts.gov. or mailed to the attention of Ashley Loftis, U.S. Probation Office, 101 S. Edgeworth St., Ste. 312, Greensboro, NC 27401. Payment will be made within 30 days of receipt of an accurate invoice.

Other:

If the vendor does not have a UEI and is not registered in SAM.gov, upon notification of award, the hotel will complete, sign and return Form AO-213, Vendor Information/TIN Certification (copy attached) via email to Ashley_Loftis@ncmp.uscourts.gov. This form is due 3 days after notification of award.

Applicable Judiciary Terms and Conditions:

§ 540.20(a) Prohibited Terms and Conditions	
Term or Condition	Deletion Mandatory
(1) Credit Application/Master Account	Credit provisions are not applicable to the judiciary.
(2) Attorney Fees	Any clause regarding payment of attorney fees.
(3) Automatic Renewals of Agreements	Provisions that automatically renew the commercial agreement from year-to-year.
(4) Payments in Advance	Unless the agreement is authorized for advance payment under Guide, Vol. 14, § 220.55 (Contract Financing) .
(5) Insurance	The judiciary is self-insured.
(6) Damage Deposits	Any damage deposit. For Indemnification and/or Hold Harmless terms, see: paragraph (8) below.
(7) Arbitration Clause	Any clause agreeing to arbitration.
(8) Indemnification or Hold Harmless	Delete any commercial term or provision stating that the judiciary will indemnify the contractor, and replace with the following: "Notwithstanding any other term or provision of this agreement, the judiciary's liability related to any claim for personal injury, death, property loss, or damage under this agreement, is limited by and subject to the procedures and terms of the Federal Tort Claims Act, the Antideficiency Act, and all other applicable federal laws and regulations."
(9) Clause making State Court Jurisdiction or State Law applicable	Replace with "Federal law applies." See: Boyle v. United Technologies Corp., 487 U.S. 500, 504 (1988) (noting "obligations to and rights of the United States under its contracts are governed exclusively by federal law.")

§ 540.20(b) Terms and Conditions Recommended for Deletion or Modification	
Term or Condition	Recommended Action
(1) Interest	Any interest charges should be negotiated out because the government is not liable for interest in the absence of express provisions in statutes or a lawful contract. If the requirement to pay interest remains in the agreement, then sufficient funds must be available to pay any such interest charges to avoid violation of the Antideficiency Act, 31 U.S.C § 1341(a)(1) , and the agreement should stipulate that the interest rate may not exceed that allowed under the Prompt Payment Act.
(2) Subject to Change Without Notice	Any language that indicates that the terms of the agreement are subject to change by the vendor without notice to the judiciary should be negotiated out.

(3) Taxes	Generally, the judiciary is immune from paying taxes imposed by state and local governments. However, for further guidance on taxes on telecommunications services, see: Guide, Vol. 15, § 555 (Taxes and Fees for Communication Services and Computers) .
(4) Cancellation	Any schedule or fixed rate of liquidated damages or fees associated with the cancellation or reduction of the service should be negotiated out. Regarding cancellation charges on multi-year contracts, see: Guide, Vol. 14, § 410.75 (Multi-Year Contracts) . Note: For cancellation terms in agreements with hotels or other conference or meeting facilities, see: paragraph (5)(E) (Cancellation), below.
(5) Provisions Specific to Commercial Meeting or Conference Facilities:	
(A) Early Departure Fee	Any fees for changing departure dates to an earlier date after check-in should be negotiated out.
(B) Food and Beverage Policy	Restrictions that require all food and beverages consumed at the facility to be purchased at the facility should be negotiated out.
(C) Group Commitment	Charges based upon actual number of attendees rather than an estimated number should be negotiated out.
(D) Deposit	The judiciary can provide a "reasonable" deposit in exchange for the hotel or facility to reserve or guarantee a space. Note: The deposit amount must be obligated on a purchase order prior to paying any deposit.
(E) Cancellation	If the contractor insists on damages for cancellation of a hotel booking, replace any schedule of damages with language similar to the following:
	(i) "Cancellation or reduction" refers to either a complete cancellation of the room block or a reduction of more than 20% of the original room block. No penalty will apply to a cancellation or reduction when the judiciary gives written notice of such cancellation or reduction, via email, facsimile, or hard copy, at least 60 days prior to the date of the event, or if the event is cancelled as a result of catastrophic events (e.g., airport closure, major snow storm, hurricane, tornado, flood).
	If a cancellation or reduction occurs less than 60 days before the date of the event, the contractor agrees to make every effort to resell the cancelled room block. If the contractor is unable to resell all the cancelled or reduced products or services, the judiciary will be responsible for such amounts that reflect the actual losses sustained by the contractor.
	(ii) If the judiciary agrees to reschedule the same event within six months from the date of the cancelled event, any cancellation fee will be waived.
	(iii) If the hotel cancels the booking, without limiting the judiciary's rights and remedies under law or in equity, the hotel must be held responsible for excess costs incurred by the judiciary to arrange equivalent accommodations for the event.

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>

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)

Pricing Form – RFQ No. 2024-2559-01

Brief Description	Unit Price	Quantity Required	Extended Price
Required Items:			
Guest Rooms 9/16/2024 & 9/17/2024		70 rooms/2 nights	
Meeting Room 9/16/2024, 9/17/2024, & 9/18/2024		1 room/ 2 half days; 1 full day	
Breakout Room 9/17/2024		1 room/one-half day	
AV charges 9/16/2024, 9/17/2024 & 9/18/2024		70 guests/3 days	
Beverage Station (Water, Iced Tea, Coffee) 9/16/2024, 9/17/2024 & 9/18/2024		70 guests/3 days	
F&B (Lunch & Snack) exclusive of service charges 9/16/2024		70 guests	
F&B (Breakfast, Lunch & Snack) exclusive of service charges 9/17/2024		70 guests	
F&B (Breakfast) 9/18/2024		70 guests	
Total Required Items			

Vendor's Name

Vendor's Address

Signature of Person Authorized to Sign Quote

Date

Printed Name of Signator

REQUEST FOR VENDOR INFORMATION AND TIN CERTIFICATION

Refer to the instructions page for further information on completing this form.

Part 1 Payee Information

Line 1. Payee Name: _____

Line 2. Additional payee information: *(if applicable)* _____**Part 2 Business Name *(if different from above)*****Enter your TIN in the appropriate box.****Part 3** The TIN provided must match the name given in Part 1, Line 1.

EIN: _____ - _____

Enter only an EIN or SSN - NOT BOTH.

SSN: _____ - _____

Part 4 DUNS # *(if applicable)* _____**Part 5 Select the appropriate box below for U.S. tax classification for person or entity listed in Part 1, Line 1.**☐ Individual or single member LLC ☐ Corporation *(Payments related to medical or healthcare service providers)*☐ LLC (Except single member) ☐ Corporation *(All other payments not met by corporation category above)**(Select one:)* ☐ C Corp ☐ S Corp ☐ Partnership ☐ Partnership ☐ Trust/Estate ☐ Other: _____**Part 6 Mailing Address *(where payments, orders, and IRS 1099 forms will be sent)***

Street address: _____

City: _____ State: _____ Zip code: _____

Point of Contact *(if different from Part 1, Line 1 above)* Name: _____

Phone #: _____ Email Address: _____

Part 7 Additional Address Information *(if different from above)*

Street address: _____

City: _____ State: _____ Zip code: _____

Part 8 Electronic Funds Transfer (EFT) Information *(OPTIONAL)*

Owner(s) name as it appears on bank account: _____

Bank Name: _____ Routing #: *(Must contain 9 digits)* _____Payee must select an account type: *(Select one)* ☐ Checking ☐ SavingsAccount Number: *(do not include check number)* _____**Part 9 Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number; and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: _____ Date: _____

For Judiciary Use Only

Select those boxes that apply: ☐ Addition ☐ Change Vendor Code: _____

☐ Active ☐ Inactive Vendor Type: _____

(Trustee or Vendor)

Vendor Administrators: Attach this form to the JIFMS MANL document. This form can also be submitted, subject to separation of duties requirements, via HEAT at: <https://nsms.ao.dcn>. The service request can be found under Financial Management Services> JIFMS Vendor Additions or Updates. For FAS4T users (CCAM only), send this form to the local court vendor administrator. For questions regarding JIFMS and court FAS4T, please contact the National Support Desk at (210) 536-5000. This form should be completed including the vendor's signature and submitted by Judiciary staff only.

Sensitive information must be securely maintained and only visible to designated staff.

General Instructions

Purpose of the AO 213

The Judiciary utilizes the AO 213 to collect information necessary to facilitate payment by EFT or U.S. Treasury check.

For many payments, the Judiciary is required to file an information return (e.g., 1099-MISC; 1099-INT) with the IRS and, therefore, must obtain payees' correct names and associated TINs to do so. If a TIN is not provided, a payee **may** be subject to backup withholding – situations where the judiciary must withhold a certain percentage to ensure the IRS receives any tax due on the payment.

Payments disbursed by the U.S. Treasury on the judiciary's behalf must collect payee TINs to comply with the [U.S. Treasury's TIN Policy](#).

Payee TINs, obtained through this form, may be used by the government to collect and report on any delinquent amounts arising out of the payee's relationship with the government.

Part 1, Line 1

Do not leave this line blank. Enter only **one** name for you or your entity. The name should match the name on your or your entity's U.S. tax return.

Individual. Generally, enter the name shown on your U.S. tax return. If you have changed your last name without informing the Social Security Administration of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: For Individual Taxpayer Identification Number (ITIN) applicants, enter your name as it was entered on your IRS Form W-7 application, line 1a.

Sole Proprietor or Single-Member LLC. Enter your name as shown on your IRS 1040/1040A/1040EZ in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2.

Partnership, LLC (Except Single-Member LLCs), or Corporations. Enter the entity's name as shown on the entity's U.S. tax return in Part 1 and any business name or DBA name in Part 2.

Other entities. Enter your name as shown on required U.S. tax documents in Part 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business name or DBA name in Part 2.

Part 1, Line 2

If this form is being completed so that a U.S. Treasury check may be issued payable to more than one person or entity, or if an EFT payment will be issued to an account owned jointly, enter in Part 1, Line 1 the name of the person or entity whose TIN you entered in Part 3. Additional names for joint accounts or for other payees ("and," "or," or "care of") **must** be entered in Part 1, Line 2.

If payment is to be made by...	Then, enter the following...
EFT to Payee 1 AND Payee 2, co-owners of a joint account	Payee 1's name in Part 1, Line 1; Payee 2's name in Part 1, Line 2; Payee 1's TIN in Part 3.
U.S. Treasury check made payable to Payee 1, Payee 2, AND Payee 3.	Payee 1's name in Part 1, Line 1; Payee 2's name AND Payee 3's name in Part 1, Line 2; Payee 1's TIN in Part 3.
U.S. Treasury check made payable to Payee 1, Payee 2, OR Payee 3.	Payee 1's name in Part 1, Line 1;

	Payee 2's name OR Payee 3's name in Part 1, Line 2; Payee 1's TIN in Part 3.
U.S. Treasury check made payable to Payee 1, CARE OF (c/o) Power of Attorney	Payee 1's name in Part 1, Line 1; C/O Power of Attorney name in Part 1, Line 2; Payee 1's TIN in Part 3.

Part 2

If you have a business or DBA name, you may enter it in Part 2.

Part 3

Enter your or your entity's TIN in the appropriate box. **The TIN must be the TIN associated with the one person or one entity listed in Part 1, Line 1.**

If you are a resident alien and you do not have – and are not eligible to get – an SSN, your TIN is your ITIN. Enter it in the social security number box.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Part 4

If applicable, enter your entity's DUNS number,

Part 5

Check the appropriate box in Part 5 for the U.S. tax classification of the person or entity's whose name is entered in Part 1. Check only **one** box in Part 5.

Part 6

Enter your address (number, street, and apartment or suite number). This is where your paper U.S. Treasury check and any information returns (e.g., 1099-MISC; 1099-INT), if applicable, will be mailed.

Enter a point-of-contact name, email, and phone number. A point of contact is necessary if an entity is listed in Part 1, Line 1 or a point-of-contact is different than an individual listed in Part 1, Line 1.

Part 7

If you have an additional address other than the address listed in Part 6, such as a physical address that differs from a mailing address for payment and information returns, enter it here.

Part 8

The Routing Number **must** be nine digits. If you are unsure of your Routing or Account Numbers, consult your financial institution.

You must identify your account as either checking or savings to ensure our payment is accepted by your financial institution.

Part 9

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

For item 3, you are considered a U.S. person, for federal tax purposes, if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in, or under the laws of, the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

For a joint account, only the person whose TIN is shown in Part 3 should sign.