

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
UNITED STATES PROBATION OFFICE**

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REPLY TO:
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(703) 366-2129

**Request for Quotations (Services)
Lowest Price, Technically Acceptable**

RFQ Number: 22-IDTR-0422
Request Date: 06/29/2022

To: All Interested Parties

Special Notes:

The United States Probation Office for the Eastern District of Virginia is seeking quotations for a venue to host our 2022 District Training Retreat. The preferred dates are September 20 - 23, 2022 or September 27 – September 30, 2022. Venue shall be located within the Eastern District of Virginia and services shall be provided as specified within the attached Statement of Work (SOW).

This is an **Open Market Request for Quotation (RFQ)**; however, government travel rates/regulations apply, and a **fixed priced award will be made based on the lowest priced, technically acceptable offer.**

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 July 18, 2022. An on-site visit to your property will be performed to view your lodging and meeting facilities prior to award to ensure technical acceptability.

All quotations shall be addressed to the undersigned contracting officer and shall be submitted via email to the below noted address no later than 3:00 pm on Monday, July 18, 2022. Any questions concerning this RFQ are to be addressed to the undersigned contracting officer or the secondary point of contact noted in the SOW.

Annette C. Griffin,
Procurement Manager /Contracting Officer
U.S. Probation Office
8809 Sudley Road, Suite 200
Manassas, VA 20110
Email: Annette_Griffin@vaep.uscourts.gov
Direct: 703-366-2129; Fax 703-299-2345

Sincerely,

Annette C. Griffin



**UNITED STATES PROBATION OFFICE
EASTERN DISTRICT OF VIRGINIA**

**STATEMENT OF WORK (SOW)
DISTRICT TRAINING RETREAT**

1. DESCRIPTION:

The U.S. Probation Office for the Eastern District of Virginia (hereafter referred to as “Group”) is seeking a venue to hold our 2022 District Training Retreat during the preferred dates of September 20 - 23, 2022 or September 27 – September 30, 2022. We are a federal government agency employing approximately 90 staff members most of whom are law enforcement officers. The attendees will be comprised of primarily federal government employees but there will be outside speakers/trainers as well. Based on past retreats, it is estimated that approximately 65 people will be in attendance; however, this number could fluctuate because this training will be open to all staff members. The purpose of this retreat is to reconnect, refresh on old and new best practice policies and procedures as they relate to our organization; discuss new developments and various judiciary initiatives that will impact our court and to perform various team building activities with an overall view toward collectively increasing our district’s performance by improving productivity, cultivating better working relationships and collaborations, as well as re-engage staff, remember our mission and move our district forward.

2. SCOPE:

Venue must have a “known” rating of at least 3.5 stars, hotel lodging, conference rooms and food on site with easy access to all accommodations. All accommodations must be within walking distance and/or vendor provided shuttle transportation is required. Venue must have on-site parking, on-site gym/fitness center, an on-site restaurant/café as well as free WiFi. Venue must also be located within a 2-mile walking distance of off-site activities such as restaurants, shopping, and other entertainment. Upon submission of a quotation, the Hotel shall tentatively place a hold on the lodging and meeting rooms thru June 17, 2022 unless notified prior to that date in writing by the contracting officer or noted secondary point of contact to release the hold.

3. REQUIREMENTS/INFORMATION:

Please provide a brief description of your property with its benefits, amenities, and location. Also identify the owner and management group (if different) of the property. Also provide information regarding types of guestrooms; and if Americans with Disabilities Act (ADA) compliant rooms are available.

Note: The following is based on current known requirement estimates and any one of the following needs may change. As such, pricing is requested for comparable quotation purposes.

Lodging – Group pricing for sleeping rooms/nights are to be for the lowest single occupancy rate available. Please advise availability of rooms at the local government rate, and room block:

- 27 rooms for first night
- 65 rooms on second night
- 65 rooms on third night
- Any Miscellaneous Fess that may apply

Parking/Transportation – Please include daily rate information (if applicable)

- For on-site parking (including overnight)
- For on-site transportation provided by the hotel or an outside vendor

Food – Please provide average meal prices per person (attendees per day could fluctuate). Also provide a copy of your most current catering menu to include any applicable government menu which includes rates, policies, and service staff rates:

- First Day:
Lunch (Estimated 27 staff @ M&IE government rate),
Afternoon Snacks and Beverages (Estimated 27 staff @ M&IE government rate)
- Second Day:
Breakfast (Light Continental Estimated 27 staff @ M&IE government rate),
Afternoon Snacks and Beverages (Estimated 65 staff @ M&IE government rate),
Dinner (Estimated 65 staff @ M&IE government rate)
- Third Day:
Breakfast (Light Continental Estimated 65 staff @ M&IE government rate),
Mid-morning Snacks and Beverages (Estimated 65 staff @ M&IE government rate), Lunch
(Estimated 65 staff @ M&IE government rate),
Afternoon Snacks and Beverages (Estimated 65 staff @ M&IE government rate)
- Fourth/Final Day:
Breakfast (Hot/Heavy Buffet Style Estimated 65 staff @ M&IE government rate)
- Any applicable Gratuity/Service Charge

Meeting Space – Please provide floor plan meeting spaces and rates for the following:

Hotel shall provide meeting space(s) that includes tables and chairs arranged in a matter that is conducive to a professional presentation and that comfortably accommodates the attendees:

- First Day - 1 large meeting room to accommodate at least 27 attendees, 8:00am - 5:00pm
- Second Day - 1 large meeting room to accommodate at least 27 attendees, 8:00am - 12:00pm
- Second Day - 1 larger meeting room to accommodate at least 65 attendees, 12:00pm -5:00pm
- Third Day - 1 larger meeting room to accommodate at least 65 attendees, 8:00am - 5:00pm
- Fourth/Final Day - 1 larger meeting room to accommodate at least 65 attendees, 8:00am - 12:00pm
- Any applicable Set-up and/or Service Charges

Audio Visual (AV) Equipment – Based on above proposed meeting room and estimated schedule, provide pricing on the following items. If use of a specific AV company is required or preferred, attach a copy of their current detailed AV pricing schedule.

- First Day - Podium, audio, screen, and projector for estimated 27 attendees
- Second Day – Podium, audio, screen, and projector for estimated 27 attendees
- Second Day - Podium, microphone, audio, screen, and projector for estimated 65 attendees
- Third Day - Podium, microphone, audio, screen, and projector for estimated 65 attendees
- Fourth/Final Day - Podium, microphone, audio, screen, and projector for estimated 65 attendees
- Any applicable Set-up and/or Service Charges

Staffing and service – Please provide the following information regarding service staff:

- Does your facility require exclusive vendor contractors? If so, please describe.
- Are staff subject to any union labor agreements? If so, please describe.

Miscellaneous –

- Advise if there are any planned or recent renovations or if there are any safety or security issues.
- Advise if there are any other required lodging, resort or related types of fees and how and when they apply.

- Advise if there are any other concurrent or overlapping meetings, conventions, special events or other attractions to be held in or near the hotel during the preferred days of our retreat that could in any way impact our event.

Payment –

Group will provide the Hotel with a rooming list which will contain the names of each Group guest, each of the arrival/departure dates and any special needs; and Hotel shall provide the date that the Hotel needs this list. A purchase order in lieu of a commercial agreement is the preferred method of effecting this procurement. If a signed commercial agreement is required, a purchase order will also be utilized to establish the master account and secure funding, no credit application will be completed; and for applicable tax exemption the Virginia ST-12 Commonwealth of Virginia Sales and Use tax Certificate of Exemption Form will be executed for the Group. All lodging, food and other miscellaneous services noted in this SOW will be “charged” against the purchase order. Additionally, federal government travel regulations will apply where applicable. Any incidental charges, gratuities for portage or any other room related expenses are considered personal and are to be billed directly to the guest who incurred the expense. Original or electronic invoice of goods/services rendered shall be submitted to the contracting officer within thirty (30) days of performance completion and payment terms are to be net 30 days.

4. LOCATION FOR PERFORMANCE:

The Eastern District of Virginia is comprised of five offices located in Norfolk, Newport News, Richmond, Alexandria and Manassas, Virginia. It has been determined that a venue located in the cities of Virginia Beach or Williamsburg will best meet our needs in regard to curtailing expenses while still having most staff in travel status so that they are able to fully participate in the retreat including group activities after the daily sessions.

5. BASIS OF AWARD:

The basis of award will be made to the responsible contractor whose technically acceptable proposal offers the lowest price.

6. PRIMARY/SECONDARY POINTS OF CONTACT:

The contracting officer and contracting officer’s technical representative for the contract will be the judiciary’s primary points of contact prior to award and during the performance of any resulting contract. All contract administration will be effected by the contracting officer except as may be re-delegated to the technical representative. However, in no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of any resulting contract between the Hotel and a person other than the contracting officer be effective or binding upon the government. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

Any questions concerning this RFQ/SOW are to be in writing and addressed to:

Annette C. Griffin, Procurement Manager/Contracting Officer
401 Courthouse Square, 2nd floor, Alexandria, Virginia 22314-5797
Fax number: 703-299-2345
email: Annette_Griffin@vaep.uscourts.gov

and

Jennifer Whaley, Director of Training and Special Project (Technical Representative)
U.S. Probation Office, 701 E Broad Street, Suite 1150
Richmond, Virginia 23219
email: Jennifer_Whaley@vaep.uscourts.gov

REQUIRED PROVISIONS, TERMS, CONDITIONS AND CLAUSES

Required terms and conditions for commercial agreements include the following:

Cancellation

Federal regulations prohibit payments under a contract to provide a service or deliver an article for the United States Government of more than the value of the service already provided or the article already delivered.

No Cancellation fees, attrition or liquidated damages will be assessed to the government if the meeting is cancelled or reduced in size due to an Executive, Judicial or Legislative Order of the United States Government. Rooms in the government rate block are exempt from cancellation fees in all circumstances. No additional fees may be assessed against any cancellation fees, attrition, or liquidated damages except as required by law.

Dispute Resolution

Federal regulations prohibit the Group from accepting terms that require arbitration or the payment of attorney's fees. Federal jurisdiction applies.

Hotel and Group agree to use their best efforts to resolve any disputes under the Agreement thru informal means. In the unlikely event that formal action must be taken, the agreement will be interpreted in accordance with Federal law. Any legal action in connection with this Contract shall be brought and maintained only in Federal court. The parties hereby agree that the parties are responsible for their own legal and attorney's fees, and neither party shall be liable for any punitive damages.

Indemnification and Hold Harmless

Federal regulations prohibit the Group from indemnifying vendor or contractor.

Notwithstanding any other term or provision of this agreement, the liability of the judiciary with respect to any claim for personal injury, death, property loss or damage pursuant to this agreement, is limited by and subject to any procedures and terms of the Federal Tort Claims Act, the Anti-deficiency Act and all other applicable federal laws and regulations. Any damages that may occur from any individual participant are the responsibility of the individual participant.

APPLICABLE JUDICIARY TERMS AND CONDITIONS
Provisions and Clauses

The following Terms and Conditions apply to all Request for Quotations and Purchase Orders issued by the Judiciary:

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>

The following clause is included by reference:

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

Incorporation of Department of Labor Wage Rate Determination

Service Contract Act of 1965, as Amended

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
See WD No.: 2015-4341 (if applicable)	See WD No.: 2015-4341 (if applicable)

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

The following judiciary provisions, that the contracting officer has indicated, 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 office 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>

Additional 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) through (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 on 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 3-220 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.

(end)