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UNITED STATES DISTRICT COURT
PRETRIAL SERVICES AGENCY
District of New Jersey

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Request for Quotation

RFQ number: FY24-001

Request Date: 05/08/2024

Deadline for Quotes: 06/07/2024

Provide quotes to: Rahul Nagpal at Rahul_nagpal@njpt.uscourts.gov

Questions concerning this RFQ should be addressed to the contact above

The District of New Jersey, Pretrial Services Office is requesting quotes for the items described below.

HP E24u G5 FHD USB-C Monitor
HP, Inc. - Part#: 6N4D0AA#ABA

OR Equivalent

Quantity: 120

Please email your quote no later than the date 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.

U.S. Pretrial Services will make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**.

Sophia Onal

U.S. Pretrial Services

Phone: 973-289-0116

Email: sophia_onal@njpt.uscourts.gov

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);

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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)

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

	2-15	Warranty Information (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)
X	2-100	Brand Name or Equal (APR 2013)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

	2-20A	Incorporation of Warranty (JAN 2003)
	2-20B	Contractor Warranty (Products) (JAN 2010)
	2-35	F.O.B. Destination, Within Judiciary's Premises (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-90A	Option for Increased Quantity (APR 2013)
	2-90B	Option for Increased Quantity – Separately Priced Line Item (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-95	Material Requirements (JAN 2003)
	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)
	2-140	Judiciary IT Security Standards (APR 2013)

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	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)
	5-30	Authorization and Consent (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	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)
	6-85	Commercial Computer Software License (APR 2013)
	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)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
	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	7-215	Notification of Ownership Changes (JAN 2003)

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.

Provision 2-100, Brand Name or Equal

Brand Name or Equal (APR 2013)

(a) One or more items called for by this solicitation have been identified by a brand-name-or-equal product description. Offers offering equal products will be considered for award if these products are clearly identified and are determined by the judiciary to contain all of the essential characteristics of the brand-name products referenced in the solicitation.

(b) Unless the offeror clearly indicates in the offer that the offer is for an equal product, the offer will be considered as offering a brand-name product referenced in the solicitation.

(c) If the offeror proposes to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished shall be inserted in the space provided in the solicitation. The evaluation of offers and the determination as to equality of the product offered will be based on information furnished by the offeror or identified in the offer, as well as other information reasonably available to the purchasing activity. The purchasing activity is not responsible for locating or obtaining any information not identified in the offer and reasonably available to the purchasing activity.

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Accordingly, to ensure that sufficient information is available, the offeror shall furnish as a part of the offer:

- (1) all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to establish exactly what the offeror proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or
- (2) specific references to information previously furnished or to information otherwise available to the purchasing activity to permit a determination as to equality of the product offered.
- (3) If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offeror shall:
 - (i) Include in the offer a clear description of the proposed modifications; and
 - (ii) Clearly mark any descriptive material to show the proposed modifications.

Clause 7-1, Contract Administration

Contract Administration (JAN 2003)

(a) The contracting officer and contracting officer's representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.

(b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be affected by the contracting officer except as may be redelegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

(end)

Clause 7-15, Observance of Regulations/Standards of Conduct

Observance of Regulations/Standards of Conduct (JAN 2003)

(a) When contractor personnel are performing contract work at a judiciary facility, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, controlled access, personnel clearances and conduct with respect to health and safety and to property at the site, regardless of whether or not title to such property is vested in the judiciary. The

facilities to which the contractor has access belong to the judiciary and will not at any time be considered "Judiciary Property" furnished to the contractor.

(b)The contractor and its employees shall only conduct business covered by the contract during periods paid for by the judiciary and will not conduct any other business on judiciary premises.

(c)The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. It is the contractor's responsibility to take disciplinary action with respect to its employees as may be necessary. The contractor is also responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use judiciary property (such as, but not limited to, telephones or copiers) except as authorized.

Clause 7-25, Indemnification

Indemnification (AUG 2004)

(a)The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b)If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.

(c)Hold Harmless and Indemnification Agreement

The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d)The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(e)Judiciary's Right of Recovery

Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss,

destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

(f)Judiciary Liability

The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

Clause 7-215, Notification of Ownership Changes

Notification of Ownership Changes (JAN 2003)

(a)The contractor shall make the following notifications in writing:

(1)when the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the contracting officer within 30 days;

(2)the contractor shall also notify the contracting officer within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b)The contractor shall:

(1)maintain current, accurate, and complete inventory records of assets and their costs;

(2)provide the contracting officer or designated representative ready access to the records upon request;

(3)ensure that all-individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

(4)retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c)The contractor shall include the substance of this clause in all subcontracts under this contract.

END OF SOLICITATION