

PART I - THE SCHEDULE

SECTION A - SOLICITATION / CONTRACT FORM

Standard Form 33 (SF 33), Solicitation, Offer and Award, is the cover page of this solicitation.

A bilateral contract may be awarded without discussions simply by the additional signature of the contracting Officer. If discussions are held and Best and Final Offers requested, the resulting bilateral contract must be prepared using the SF 26, Award/Contract for Section A.

The attached Request for Proposal (RFP) contains a pricing schedule and the technical specifications for the Court. Responses to this RFP must include both a technical response and a price quote as described on pages 2 through 53. Award will be made to the contractor whose technically acceptable quote offers the lowest price.

The United States District Court reserves the right to reject any or all responses to this RFP deemed to be technically unacceptable.

SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

B.1 PRICING OVERVIEW

The United States District Court for the Northern District of Ohio is requesting a quote to provide the purchase and installation of one (1) Video and Audio Enhancement System (VAES) for District Judge Courtroom #204 located at the:

James M. Ashley and Thomas W. L. Ashley U.S. Courthouse
 1716 Spielbusch Avenue
 Toledo, Ohio 43604

B.2 PRICING FORM

| Item No. | Short Description | List of Tasks | Unit Price | |
|----------|-----------------------|--|--------------|--|
| 1 | Equipment Price | Total cost of equipment included in quote | | |
| 2 | Programming Price | Total cost of programming included in quote | | |
| 3 | Technician Price | Total cost of technician included in quote | | |
| 4 | Systems Drawing Price | Total cost of creating system drawings for the new system outlined in this quote | | |
| 5 | System Training Price | Total cost of providing training for the new system outlined in this quote | | |
| | | | TOTAL | |

The RFP does not commit the Court to pay costs for the preparation and submission of a quote. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Court to the expenditure of public funds in connection with any acquisition action.

There will be no separate reimbursement for travel or per diem.

SECTION C – SPECIFICATIONS / STATEMENT OF WORK

C.1 BACKGROUND

Remove the current system and install, configure and test a complete operational Video and Audio Enhancement System (VAES) in a single rack as a replacement to the current video and audio systems located in District Judge Helmick's courtroom # 204 at:

James M. Ashley and Thomas W. L. Ashley U.S. Courthouse
1716 Spielbusch Avenue
Toledo, Ohio 43604

C.2 Scope

C.2.1 General

- (a) The Contractor shall furnish all equipment and materials, whether specifically mentioned herein or not. Installation shall include the delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly detailed herein which is necessary to result in a complete operational system. The installation of all work must be in accordance with commonly accepted industry standards and practice. While not anticipated, it may be necessary to cooperate with other trades in order to achieve well-coordinated progress and satisfactory final results. The Contractor must watch for conflicts with work of other contractors on the job and execute moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.
- (b) Wire all systems in accordance with Standard Broadcast Practices and the National Electrical Code, NFPA, SMPTE, NAB, UL, ETA, FCC, NTSC, Design and Installation (SAMS) and any other authority having jurisdiction. Where a conflict occurs, follow the most stringent requirements. Refer to Attachment 2 A-1 and A-2 for room plan and camera wiring.
- (c) If, in the opinion of the Contractor, an installation practice is desired or required, which is contrary to these specifications, a written request for modification shall be made to the Contracting Officer's Technical Representative (COTR). Any changed work shall not commence without written approval from the Contracting Officer (CO).
- (d) Provide necessary screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware necessary to facilitate the installation of the system.
- (e) Replace all cover plates and table bulkhead plates to accommodate required connectivity. Submit shop drawings of plates with all terminology for review.
- (f) Furnish special installation equipment or tools necessary to properly complete the system, including but not limited to, tools for terminating, lifting, testing and etc.
- (g) All installation practices shall be in accordance with, but not limited to, these specifications for a complete and operating system consistent with the design intent.
- (h) Court Furnished Equipment (CFE) and materials are specifically exempt from this requirement. The contractor shall test all CFE equipment to ensure proper operation prior to commencement of installation. Installation initiation indicates the contractor accepts all CFE equipment as satisfactory. Any technical issues should be addressed with the COTR prior to start. Unused, existing equipment shall be disconnected and set aside for COTR.

- (i) The Contractor shall provide equipment that, where required, shall conform to the applicable requirements of the Underwriter's Laboratories, Inc., local codes, the National Electrical Code and any other governing codes. Such items shall bear a label or mark indicating their conformance to the above requirements.
- (j) The Contractor shall generate shop drawings and information for the complete installation and wiring of the VAES. The Contractor shall provide the on-site installation and wiring of the VAES, and shall provide ongoing supervision and coordination during the installation phase.
- (k) The Contractor shall adjust the system and shall provide all test equipment for system acceptance testing.
- (l) The installation shall include everything necessary or incidental to complete the installation including but not limited to hardware, software, receptacle plates, wire, electrical boxes, etc.
- (m) The Contractor shall be responsible for the restoration of finish hardware to the original condition including painting, wall, millwork and ceiling modifications and attachments. The Contractor will work with the Court for any needed restoration by the Government Services Administration (GSA). The Court is a tenant of the GSA.
- (n) The Contractor shall provide training on the operation of the VAES system.
- (o) All installation practices shall be in accordance with, but not limited to, these specifications.

C.3 Functionality

The Contractor installation shall provide functionality as listed in the following locations:

- (a) Judge
 - (1) RTT output (Real Time Transcription).
 - (2) PC input (VGA & Audio).
 - (3) XLR microphone inputs – lavaliers, goose neck and sidebar (microphones are CFE).
 - (4) VGA Evidence display Touchscreen LCD Monitor (CFE). ELO Systems, RS-232.
 - (5) 3.5mm headphone connection with all audio mixed including sidebar.
- (b) Courtroom Deputy (CRD)
 - (1) PC input (VGA & Audio).
 - (2) XLR microphone input (microphone is CFE).
 - (3) 3.5mm headphone connection with all audio mixed including sidebar.
 - (4) Creston touch panel control (CFE).
 - (5) VGA Evidence display (LCD is CFE).
 - (6) Provide a standalone printer at the Courtroom Deputy location to allow printing of any video evidence being displayed on the VAES. Creston control panel shall have a single button for sending the information to the printer. A Sony UP25MD or equivalent is desired. A laptop based video capture system is not preferred.
 - (7) VGA feed from rack for video encoder confidence monitor (LCD is CFE).
- (c) Sidebar (Bench conference)

Crestron touch panel control of bench conference function. When enabled, mute all microphones except currently active Judge microphone and omni-directional sidebar microphone. Audio routed to all wired headphones. White noise routed to gallery and jury speakers. Provide touch screen user selectable volume control. Return to normal operation with all microphones previously enabled.
- (d) Attorney table boxes – Defense and Prosecution tables shall each have:
 - (1) (2) VGA Evidence displays (LCD's are CFE).
 - (2) RTT output.

- (3) PC input (VGA & Audio).
- (4) (2) XLR microphone inputs (microphones are CFE).
- (5) 3.5mm headphone connection with all audio mixed including sidebar.
- (6) An RJ45 connector should be provided at the defense table connection plate for the "Signature Pad". Note that the existing cable currently installed should be reused and terminated to the new plate.
- (e) Multimedia podium
 - (1) VGA Evidence display Touchscreen LCD Monitor (CFE), ELO Systems, RS-232.
 - (2) VGA Document camera input (camera is CFE).
 - (3) PC Input (VGA & Audio).
 - (4) (2) XLR microphone inputs (microphones are CFE).
 - (5) Crestron touch panel control with selections for document camera, podium laptop and both counsel table laptops inputs.
- (f) Jury box
 - (1) VGA Evidence video feed to floor mounted 16 port video D/A (D/A and LCD's are CFE).
 - (2) Control Panel adjustable audio feed to (4) jury rail mounted JBL Control Series speakers (70v speakers are CFE).
- (g) Witness Box
 - (1) VGA Evidence display Touchscreen LCD Monitor (CFE), ELO Systems, RS-232.
 - (2) (2) XLR microphone inputs – goose neck and lavalier (microphones are CFE).
- (h) Law Clerk Desk
 - (1) VGA Evidence video feed (LCD is CFE).
 - (2) RTT output.
 - (3) 3.5mm headphone connection with all audio mixed including sidebar.
- (i) Wireless Microphone
 - (1) Provide 4 audio inputs and outputs on DSP for (CFE) Revolabs wireless microphone system. Control panel control for mute and levels. Provide matrix switching in Biamp system to route in and outbound audio from teleconferencing session to any of the (4) headsets for remote language interpreting, and also to be used as general sound reinforcement microphones. Refer to Attachment 3 for suggested audio conference matrix routing.
- (j) Video Conferencing, Audio Conferencing
 - (1) Polycom VSX8000 (CFE) to be integrated into system with Creston touch panel control of all functions. User selectable to send one of (3) courtroom PTZ cameras or visual and audio evidence being displayed in the courtroom to the far end.
 - (2) Replace (3) existing composite video cameras and wiring with S-video format. Crestron control panel control of all PTZ functions. Provide an additional page of camera controls independent of video conferencing functions.
 - (3) (4) line analog teleconferencing. Provide programming to control system. Provide remote control of telephonic interface functions, including but not limited to caller volume control, mute, speed dial, call setup, number entry clear, flash, and calibrate. Provide dialer for each phone line provided.
- (k) Court Reporter location
 - (1) RTT Input (to be distributed simultaneously to Judge, counsel tables and Law Clerk desk).
 - (2) Potentiometer adjustable 3.5 mm headphone connection in surface mount box. (**Mix all audio.** During bench conference, mix boundary and active Judge microphone).
 - (3) VGA Evidence display (LCD is CFE).
 - (4) (4) XLR channels of line level audio from the sound system for CFE For the Record (FTR)

- recording system.
- Channel 1: Active Judge and CRD microphone.
- Channel 2: Active witness microphone.
- Channel 3: Defense and presenter cart microphones.
- Channel 4: Prosecution microphones , wireless, evidence, tele and video conferencing audio
- (l) Gallery Display
- (1) VGA Evidence display feed (LCD is CFE) controlled by Crestron touch panel.
- (m) Niagara Encoder (CFE) connection in rack
- (1) VGA & audio connection for CFE encoder & monitor (terminated to a VGA DB-15) and 3.5mm headphone jack in Courtroom deputy bulkhead plate.
- (2) Provide one rear of courtroom mounted S-video camera dedicated to streaming video independent of video conferencing cameras.
- (n) IP based audio and video streaming, US Marshals Service (USMS) feed, rack mounted.
- (1) Program audio and displayed video (either displayed evidence or one of three PTZ camera feeds from video conferencing system) stream to be made available via the Court's network for at least (12) simultaneous listeners with synchronized audio. Control panel provision to enable and disable the streams.
- (2) Provide for (1) scaled S-video feed of (either displayed evidence or one of three camera feeds from video conferencing system) and (1) mixed line level audio output for CFE encoder.
- (3) Provide VGA connection to CRD location for output of encoder (LCD is CFE).
- (4) Provide (1) line level audio output controlled via the Crestron system (mute, un-mute) for USMS. On system power up, default to mute.

C.4 PHYSICAL INSTALLATION

- (a) All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.
- (b) Fastenings and supports shall be adequate to support their loads with a safety factor of at least three.
- (c) All boxes, equipment, etc., shall be secured plumb and square.
- (d) In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall VAES factors.
- (e) Install equipment with all necessary precautions to prevent and guard against electromagnetic and electrostatic hum, to assure adequate ventilation, and to provide for safety and ease of use to the end user.
- (f) All visible mounting boxes and plates shall be a matte black finish.
- (g) Hardware equipment will be installed in a single rack with casters.
- (h) **No loading/un-loading dock is available at the Courthouse. Scheduled delivery of all materials will need to be made available via lift-gate truck when necessary. Limited height (~ 79") restriction on building passenger elevators.** A scissor lift is available for use on site to access ceiling speakers with agreement to an indemnification notice with the GSA.

C.4.1 AUDIO AREAS

The existing courtroom has ceiling speakers (qty 9) to be replaced by Contractor with a high quality speaker, size as needed for existing back box. Integrate existing jury speakers (qty 4), (CFE). Implement mix/minus zoning.

- (a) Assisted Listening & FTR Recording
 - (1) Four (4) channels of line level audio from the sound system for (CFE) FTR recording equipment via XLR jacks at court reporter location.
 - (2) Provide audio output for infrared Assistive Listening System (ALS).
 - (3) Replace existing ALS transmitter and personal receivers.
- (b) Audio Conferencing - Video Conferencing Audio
 - (1) Full duplex communication from all courtroom audio sources.
 - (2) Far end audio signal played through sound reinforcement loudspeakers, IR system and headphone outputs. Refer to Attachment 3 for audio conference routing matrix requirements via Revolabs headsets or PA.

C.4.2 CONTROL SYSTEMS

- (a) Contractor to provide Crestron control (not CFE) to interface with systems specified. Single touch control panel (CFE) at the CRD location and X-panel or similar software application for Judge laptop (CFE) with full system control, and a control panel at the multi-media podium for counsel with input selections for document camera , podium laptop, and both counsel table laptops only.
- (b) The Contractor shall utilize a Cisco 3560 24 port switch (CFE). Reserve (1) RU space near top of rack for integration.
- (c) The Contractor shall provide all programming of control panel layouts. Programming shall include use of graphics and icons for ease of use by the Court. Each control station shall be programmed using logic driven customized code so that each panel works independently from the others and does not echo screen switches of the other(s) in use. Button functions shall track on multiple panels to always indicate the true status. Refer to Attachment 3 for suggested panel layouts.
- (d) Where control screens are provided for PCs, the screens shall be revised to say "Click" instead of "touch" or "press" where mouse control is used.
- (e) Where control screens are provided for PCs, the control window shall not require scrolling to access control buttons, even if user's screen is set to 800 x 600 resolution.
- (f) Provide power up sequencing as defined. All power up functions listed below and timing sequences are approximate and shall be verified and reprogrammed as required for shortest timing possible. This will occur during project engineering and programming stages, based upon actual equipment used and according to Court preferences.
 - (1) When the System Shutdown button is engaged, the current audio matrix level and mute settings shall be retained and a "blank" matrix shall be called to prevent audio system popping and equipment damage.
 - (2) When the System Shutdown button is engaged, power shall turn off after 15 seconds.
 - (3) When the System Shutdown button is engaged, turn all microphone phantom power off in order to extinguish the power lights on the microphones.
 - (4) When the Power On sequence is selected, power shall turn on immediately.
 - (5) After the system has stabilized, the control system shall call the normal room configuration

- audio matrix preset routing all nominal inputs and outputs.
- (6) The matrix settings shall retain the last used level settings and mute conditions and restore those to system. Note that these may not be the same settings to be called when the Master Reset is called.
- (g) Provide Master Reset function in code so that users can (at anytime) reset the system to the last calibrated state as intended by the Contractor. This reset state shall NOT be automatically initiated at each power-up sequence. Each and every controlled device shall have action or actions that are called under this function. All reset functions listed below and timing sequences are approximate and shall be verified and reprogrammed as required for the shortest timing possible. This will occur during project engineering and programming stages, based upon actual equipment used and according to Court preferences. The following sequence actions shall commence when the Master Reset sequence is selected in the order listed:
- (1) All microphones shall be muted.
 - (2) The control system shall call a “blank” preset in the audio matrix in order to disconnect all inputs from routing to any output.
 - (3) Audio conference hybrid shall be placed on-hook.
 - (4) The bench conference mode shall be turned off.
 - (5) All mixers shall be reset to the original stored, calibrated, and approved settings for all mixer functions.
 - (6) Out of room function shall be turned off.
 - (7) All microphones shall be un-muted, with the exception of the lavalier and all wireless microphones, which shall be muted.
 - (8) The transcription playback input shall be muted.
 - (9) Videoconference system shall be placed on-hook.
 - (10) Zoom all cameras to maximum wide angle.
 - (11) Presentation cart items shall be set to “on”, regardless of the original power state.
 - (12) Provide programming so that 4:3 ratio display is set on all 16:9 displays.
 - (13) All switches feeding evidence monitors in all zones shall be selected to have the Court logo displayed from a graphics storage device.
 - (14) The annotation system shall be cleared.
 - (15) The annotation system shall be reset.
 - (16) The control system shall call the normal room configuration audio matrix preset routing all nominal inputs and outputs.
 - (17) Control panels shall return to home page.
- (h) Provide automatic system shutdown feature. System shall commence the shutdown feature each night of the week at 9:00 pm local time. The system shall automatically adjust for daylight savings time twice yearly.
- (i) Audio system control configuration. All microphone and program audio outputs: shall be routed as listed below. Configure and program the control system and matrix mixer according to the overall design of the system. This includes, but is not necessarily limited to the following parameters for the loudspeakers.
- (1) Wireless Mic On/Off: shall mute the Wireless Microphone inputs from the receiver at the matrix mixer when set to “off”. When set to “On” the system shall open the Wireless Microphone inputs. The default state for this control on system start-up shall be “Off”.

- (2) Judge Mic/Lav: shall mute the Judge's Microphone input and open the Judge's Lavalier input when set to "Lav". When set to "Mic" the system shall open the Judge's Microphone input and mute the Judge's Lavalier input. The default state for this control on system start-up shall be "Mic".
- (3) Witness Mic/Lav: shall mute the Witness' Microphone input and open the Witness' Lavalier input when set to "Lav". When set to "Mic" the system shall open the Witness' Microphone input and mute the Witness' Lavalier input. The default state for this control on system start-up shall be "Mic".
- (4) Any boundary microphones shall have a default set to "Off".
- (5) Out of Room On/Off" function shall be provided to stop audio from traveling outside the visible perimeter of the courtroom and chambers. When Out of Room is off, no feeds shall be routed to the USMS, audio streaming servers, audio conference send, video conference audio send or overflow feeds, or CFE recording device.
- (6) "Chambers On/Off" function shall allow sound to be switched on or off to the Streaming appliance that the chambers uses to monitor courtroom proceedings. The switch shall be separate and independent of the Out Of Room (USMS feed) function.
- (7) Microphone base mute programming: program local control buttons on all boundary type of microphones for push-and-hold to mute mode. Program all attorney table microphones for push-and-hold to mute mode. Program all remaining microphones for push-on/push off toggle.
- (8) Overall Gain: shall be readily accessible control and shall control the gain of all loudspeaker outputs simultaneously. Control of noise masking output level shall be provided separately. Where direct outputs have been provided to drive powered loudspeakers, direct outputs shall also track with overall room gain and with room mute functions.
- (9) Individual Gain shall be provided for all input and output channels. These shall control the gains of each of the individual inputs and outputs separately. These include all individual line and microphone level sources and individual outputs such as loudspeaker zones, individual recording channels, and audio/video conference send and receive. All settings to be controlled under the reset function.
- (10) Telephone Interface: Provide programming to control system. Provide touch panel control of telephonic interface functions, including but not limited to caller volume control, mute, speed dial, call setup, number entry clear, flash, and calibrate. Provide dialer for each phone line provided.
- (11) Telephone Interface IR/Broadcast Display: When any phone dialer screen is active, show "IR" and "PA" switch on screens for all lines selected for use with any interpreter mode. When any phone line is set for standard audio conference, the dialer screen for that telephone line shall not display the "IR" or "PA" options. Default setting for incoming sound should be set to route to the PA system only.
- (12) Telephone Hybrid Incoming Calls: Provide interface setup control on control panels so that the system accepts incoming calls but does not ring audibly within the courtroom. Provide control programming such that the bench area control screens flash an indicator that an incoming call is being received. The visual alert on the control screen(s) shall graphically cover 50% of the display area and flash in contrasting images to alert Court staff as to call status.
- (13) DSP Interface: Provide remote control of automatic microphone mixer to integrated control system. Provide protocol translation as required for complete control of all mixer functions and all individual input level controls via integrated control system. Provide overall

- gain that is readily accessible to control gain of all outputs simultaneously. Provide individual gain control of each input and microphone on an easily accessible page. Provide access to each input and output control on control panels under password/code protection.
- (14) Bench Conference: Provide gain control to bench conference system so that when activated, control system will adjust gain of noise masking system. Bench conference gain control shall be programmed as a steady ramp up and down. Judges Mic/Lav and boundary microphone both to be mixed to reporter headset.
- (j) Video system control configuration
- (1) Video Zoning
- (A) Zone 1: Judge, CRD, Court Reporter, Counsel tables and lectern VGA displays
 - (B) Zone 2: Jury, Witness
 - (C) Zone 3: Gallery
- (2) Muting: Provide individual video muting controls for each monitor zone higher than zone 1.
- (3) Display Ratios: Provide programming so that each source selection calls a 4:3 ratio display on all 16:9 displays.
- (4) Automatic Video Publishing Mute Function: Provide selection switch on main control panel(s) to enable or disable the “Auto Publish” mode. The function is intended to set a system operating mode that allows automatic publishing to the courtroom monitors in zone 2 and higher of a video evidence source. Court staff shall be able to enable and disable the “Auto Publish” feature at any time; however, the design intent of this switch shall be used to set a typical condition for a particular hearing, for a day or for an entire trial. The selected mode is not intended to be varied each time video evidence is presented or changed during the course of testimony presentation.
- (A) When “Auto Publish” mode is disabled, any change of source (such as changing from PC presentation to Document Camera presentation) shall automatically black out (or display logo according to Court preference) to all monitor zones higher than zone one. Audio from any source that has audio (only the document camera has no audio) shall be muted to all destinations unless all monitor zones are published.
 - (B) When “Auto Publish” mode is enabled, changes of sources selected shall instantly switch all monitor zones to the new source without judge or court staff intervention. Any selection of evidence on any courtroom control panel shall immediately publish to all zones. Audio associated with the evidence shall also be published (un-muted) at this time. In this mode neither the Judge nor court staff shall be required to intervene and publish to monitor zones higher than zone 1.
 - (C) At any time, any control panel not under the control of the attorney, shall be able to toggle publish or un-publish separately on zones higher than zone 1. An “all-publish” button to publish to multiple zones shall not be provided. Label each display toggle button for each zone such as “Witness Publish On/[Off]” and “Jury/Gallery Publish On/[Off]”.
 - (D) Auto Publish should be enabled each time after a system reset. The mode shall not be changed when the system is powered on.
- (k) Logo Generator: Provide the following video pages on the logo generator to be controlled under the master system under selected conditions:
- (1) Court Graphics: Display Court seal on all video zones during system reset and system power on.

- (2) Unpublished Source: Display Court seal to all zones higher than zone 1 for use when evidence presentation system is not to display an evidence source. Provide a “publish/un-publish” button toggle for zone 2 and a “publish/un-publish” button toggle for zone 3. The system shall not have separate “video mute”, “all publish”, or “all mute” function control.
 - (3) Bench Conference Graphics: Provide and select to display on all zones a full screen graphic that reads “Private Bench Conference is Active” during bench conference mode only. After bench conference is ended, return to original source input and restore audio.
 - (4) Help Screens: Provide and select to display all Quick Reference Guides provided for system on zone 1. Under help screen provide sub-screen to select various help references available for display. Provide multiple pages for each guide where required. Provide additional help information as may be appropriate for system instruction.
- (l) Video Conferencing system control configuration.
- (1) Remote Control: Provide remote control to videoconferencing systems, including but not limited to complete menu access and control, speed dial, call setup, and camera movement where indicated.
 - (2) Pan/Tilt/Zoom/Focus: Provide and install Pan/Tilt/Zoom/Focus cameras at the locations indicated on the drawings. The cameras shall be calibrated and set for automatic white balance and automatic iris control with manual override. Cameras to be installed and calibrated for each individual camera shot location as indicated on the drawings.
 - (3) Preset Camera Locations: The master unit shall configure preset camera locations, including pan, tilt, zoom, and focus positions according to the input locations so identified. Stored locations and positions shall be non-volatile and survive full power outages for up to 30 days. Positions and input selections shall be fully configurable from the main control panel for end user modification as desired. Coordinate exact camera positions (shot framing) with COTR.
 - (A) Judge Camera
 - 1) Wide shot of bench
 - 2) Close up of Judge (camera shot to cover an area of approximately 48” wide).
 - (B) Witness Camera
 - 1) Witness and Judge
 - 2) Close up of Witness (camera shot to cover an area of approximately 48” wide).
 - (C) Lectern Camera
 - 1) Medium close up of lectern/presentation cart area (camera shot to cover an area of approximately 10’ wide).
 - 2) Coverage shot of Government Attorney Table.
 - 3) Coverage shot of Defense Attorney Table.

Provide up to two iterations of programming at no additional cost.

C.4.3 CABLE INSTALLATION

- (a) Wiring to current audio and video rack locations is via CAT5 cable, which is to be replaced with native format wiring. Use existing wiring to pull new cable. Where required, shielded twisted pair (Cat 6 STP) shall be used for cabling including RTT to reduce the possibility of RF interference on the data signal.
- (b) All cables, regardless of length, shall be marked with ELECTRONICALLY PRINTED wrap-around, shrink wrapped markers at both ends. No handwritten labels will be accepted. There shall be no unmarked cables at any place in the system. All cable ends shall be clearly tagged with destination and function markings IN ENGLISH in accordance with the wiring diagram.
- (c) Provide cable pass through holes if required. Provide grommets in all pass through holes. Coordinate placement of holes with the COTR. Indicate placement on Shop Drawings. Review all locations with the COTR before drilling. Refer to Attachment 2.
- (d) Contractor shall ensure that all visual and control cables are neatly dressed with split loom tubing or equivalent for pleasing appearance and safety.
- (e) All inter-rack cabling shall be neatly strapped, dressed, and adequately supported. Service loops to be included in rack secured by hook and loop fasteners. Allow for a service loop from the wall to the rack in the A/V room to allow rack to be pulled forward.
- (f) Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules.
- (g) Provide quick disconnect, native connectors on a jack field panel at the rear of the rack with English descriptions indicating purpose of connection to allow complete disconnection of rack. The connectors shall be of industry standard type, appropriate to the signal and voltages required by the equipment.
- (h) All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:
 - (1) Power cables
 - (2) Analog control cables
 - (3) Digital control cables
 - (4) Audio cables carrying signals less than -20 dBm
 - (5) Audio cables carrying signals between -20 dBm and +20 dBm
 - (6) Audio cables carrying signals above +20 dBm
 - (7) RGBHV cables
 - (8) Video cables
 - (9) Radio frequency (RF) cables

Under no circumstances should audio cables be allowed to run in the same raceway as computer or power cables.

- (i) Racks shall have power on one side and low voltage on the other side. As a general practice, all power cables, control cables, and high level cables shall be run on the left side of an equipment rack as viewed from the rear. All other cables shall be run on the right side of an equipment rack, as viewed from the rear.
- (j) Cables shall be routed at least 610 mm from any fluorescent ballast and at least 1 m from any electric motors or other high level source of electromagnetic interference.

- (k) Unless otherwise called for in these specifications, the following cables, or their approved equals, shall be used in these systems:
- (1) Audio - Canare L4E5AT
 - (2) Audio (70 Volt speakers) - Belden 8461
 - (3) Audio (8 ohm speakers) - Belden 8473
 - (4) Video (baseband) – Belden 8281
 - (5) RF (Broadband) - Belden 9291
 - (6) Control - Belden 8489
- (l) All cables shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior permission of the COTR. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.
- (m) All cables in conduits must be insulated and shielded from each other and from the conduit the entire length and must not be spliced. Ground all shields at the high-level termination end of the respective circuits only, unless otherwise specified herein. Heat shrink tubing shall be used to dress the ends of all wire and cabling including a separate tube for the drain or ground wire.
- (n) Ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. No cable shall be installed with a bend radius less than that recommended by the cable manufacturer. Observe the bending radius and pulling strength requirements of the cables during handling and installation. Provide clutch or shear pin protection for cables during cable pulling to ensure cable pulling tension is not exceeded.
- (o) Provide temporary protection of cables before termination. Cables shall not be left lying on the floor. Bundle and tie wrap to provide protection.
- (p) All existing CAT5 A/V system cable to be removed and new native connection cabling to be installed as part of project. Discarded cabling to be recycled by contractor. Defer to COTR if in doubt on cable function prior to removal.

C.4.4 CONNECTOR ASSEMBLIES

- (a) Provide engraved wall, table, and floor connector bulkhead I/O plates for all audio and control connections. All visible connector assemblies shall be constructed of black colored anodized aluminum with white letters. Hidden (not easily seen) connector assemblies may be stainless steel or anodized aluminum. Provide surface mount boxes where required to accommodate connections. Employ cable management to ensure a neat, clutter free finish. Refer to Attachment 4 for sample plate layouts.
- (b) RJ-45 Jacks shall be wired per the pair assignments indicated in ANSI/TIA/EIA 568-B-2001.
- (c) Coordinate the replacement of all visual devices and connector assemblies with the COTR.

C.4.5 POWER DISTRIBUTION IN EQUIPMENT RACK

Provide UPS suitable to power rack for a minimum of 30 minutes. Power distribution via rack mounted outlet strips. No loose strips for “extra” outlets.

C.5 EQUIPMENT PREFERENCES

- (a) Control Processor: The existing control system is Crestron (not CFE).
- (b) Control Touchscreens: The existing control touchscreen is Crestron (CFE). IP based laptop control via X-Panel software.
- (c) DSP: similar to Biamp.
- (d) Assisted Listening Headphone System: The preferred ALS system will be similar to Sennheiser.
- (e) Wireless Microphone: The existing system is a (4) channel Revo Labs (CFE). This system requires (4) controllable line level inputs and outputs in the DSP, and will provide routing for remote language interpretation via four analog phone lines. Also to be useable for general audio enhancement.
- (f) Control System Programming: Contractor shall coordinate the programming of the control system with the COTR to ensure the interface meets with the Court's approval and performs the functional intent of the design as outlined herein. Refer to Attachment 3 for suggested control panel pages.
- (g) Video Conferencing: The existing codec is a Polycom VSX8000 (CFE).
- (h) Video Printing: Similar to a Sony UP25MD or equivalent.

C.5.1 QUALITY ASSURANCES

- (a) Quality of Materials and Equipment: All materials and equipment supplied by the Contractor shall be new and shall meet or exceed the latest published specification of the manufacturer in all respects. The Contractor shall supply the latest model available at the time of quoting of each piece of equipment. All equipment is intended to be professional grade and rated for continuous duty. Basic guidelines have been prepared with minimum performance requirements. These must be satisfied, unless a variance (separate document) is submitted and approved by the CO and the COTR.
- (b) All equipment must be self-supporting and provide all necessary support hardware.
- (c) Coordination of Work: Coordinate layout and installation of equipment with other construction supported by, or penetrating through, ceilings, including light fixtures, HVAC equipment, fire-suppression system, and partitions.
- (d) Warranty Statement: To maintain certain manufacturers' warranties, said equipment must be installed, aligned and serviced by those installers authorized by said manufacturer to perform those duties. If the Contractor is not authorized by said manufacturer, it is his sole responsibility to make the appropriate arrangements and bear all cost and consequences thereof.

C.5.2 PROPOSED SUBSTITUTIONS

Where specific equipment is described it is not the intention to discriminate against the products of other manufacturers, but rather to establish a standard of quality. The use of trade names on the drawings or finish schedule is to establish the file pattern to be used. It is not intended to exclude other manufacturers

whose patterns, in the judgment of the Contracting Officer, are equivalent to those named. All proposed substitutions shall be submitted as alternates with complete data.

C.6 GOVERNMENT FURNISHED PROPERTY

- (a) Table and other millwork/furniture are CFE.
- (b) Laptops, document cameras, all LCD displays, Jury video D/A and LCD touch screens are CFE.
- (c) Existing jury speakers are CFE
- (d) Power connections are CFE.
- (e) All wired and wireless microphones are CFE
- (f) CRD Creston touch panel is CFE
- (g) Polycom VSX 8000 is CFE
- (h) Video encoder is CFE
- (i) Cisco 3560 ethernet switch is CFE

Prior to the start of the work, and at the COTR's direction, meet at the project site to review methods and sequence of installation, special details and conditions, standard of workmanship, testing and quality control requirements, job organization and other pertinent topics related to the work. The meeting shall include the COTR and the VAES Contractor.

C.7 TRAINING

Scheduling of all training sessions must be approved by the COTR. All training shall take place after system acceptance, at a time convenient to the COTR.

- (a) Operational Training
 - (1) The Contractor shall provide on-the-job training by a suitably qualified instructor, to personnel designated by the COTR, to instruct them in the operation and maintenance (O&M) of the systems. Operational training for designated personnel shall be provided on-site in the room where the system has been installed.
 - (2) The training shall provide for proper usage of the entire system. The contractor shall assume that designated personnel have no prior experience with the operation of the system installed. Training documentation shall include a one page laminated sheet with basic instructions as well as copies of the O&M Manuals referred to above.
- (b) Technical Training
 - (1) The Contractor shall provide Technical Training for a minimum two (2) of the courtroom personnel, designated by the COTR, who have received the above Operational Training. This training shall cover the more technical aspects of the system. The goal is to provide sufficient training so that systems staff can perform advanced level troubleshooting.

SECTION D – PACKAGING AND MARKING**D.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>.

| CLAUSE NUMBER | TITLE | DATE |
|----------------------|-----------------------|-------------|
| 2-45 | Packaging and Marking | AUG 2004 |

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees required for the submission of deliverables, return of government resources, property, and items, and/or otherwise required for the performance and completion of the contract shall be paid by the Contractor.

D.3 DELIVERY, STORAGE, AND HANDLING

- (a) Control handling and installation of hardware and equipment items that are not immediately replaceable, so that completion of the work will not be delayed by hardware or equipment losses, both before and after installation. Prior to installation, protect exposed surfaces with material that is easily removed without marring finishes.
- (b) The Court will not provide additional space to the contractor for the purpose of pre-assembly and testing. Any required pre-assembly and testing (including rack) must be conducted at the Contractor's facility.
- (c) No loading/un-loading dock is available at the Courthouse. Scheduled delivery of all materials will need to be made available via lift-gate truck when necessary. Limited height (~ 79") restriction on building passenger elevators. Parking is available nearby at public pay parking facilities. A scissor lift is available for use on site to access ceiling speakers with agreement to an indemnification notice with the GSA.

D.4 SECURITY REQUIREMENTS FOR AND ACCESS TO SITE

- (a) Within five (5) business days after award, the Contractor shall submit to the Court, for the purpose of background checks and preparation of identification cards, certain information regarding each employee who will be assigned to work at the Courthouse. This information shall include full legal name, date of birth, their place of birth, current address, and social security number.
- (b) The courtroom shall be available on a daily basis during the installation period from 8:00 am to 4:30 p.m., Monday through Friday. Afterhours access, if needed, to be discussed with the Court but should not be relied upon nor expected for installation deadline compliance.

SECTION E – INSPECTION AND ACCEPTANCE

E.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>.

| CLAUSE NUMBER | TITLE | DATE |
|---------------|-----------------------------|----------|
| 2-5A | Inspection of Products | APR 2013 |
| 2-5B | Inspection of Services | APR 2013 |
| 2-10 | Responsibility for Products | JAN 2010 |

E.2 SYSTEM ACCEPTANCE TEST PLAN

- (a) Demonstrate to the COTR that the final system adjustments and tests meet the performance requirements of a suitable VAES without audio hum, noise, feedback or video anomalies.
- (b) The Contractor shall provide all labor, materials, tools, and measurement equipment necessary for these demonstrations, tests, and adjustments.
- (c) The Contractor's representatives performing these tests must be thoroughly familiar with all details of the system. The test team must include the field supervisor and the COTR during the course of the installation work.
- (d) The Contractor is responsible for all costs incurred to satisfy criteria requirements.
- (e) The System Acceptance Tests will be supervised by the COTR and will consist of the following:
 - (1) A physical inventory including quantity, make, model and serial number and firmware revision level (update to most recent version available at time of installation) of all equipment on site in Excel format.
 - (2) Video: Picture shall be evaluated for brightness, convergence, sharpness, and color. System shall conform to NTSC, FCC, TASL specifications, and RS-170A. Provide waveform generator and vector scope tests. All video signals shall be 1-volt peak-to-peak.
 - (3) Monitor Hum and Noise Level: Test overall hum and noise to be at least 50 dB below rated power output with amplifier controls set for optimum signal-to-noise, using input from signal generator and from microphones.
 - (4) Equalization: Equalize the sound systems in order to provide uniform seat-to-seat response, raise the threshold of feedback, suppress ring modes, and insure natural, pleasing sound in equal and adequate amplitude with maximum degree of intelligibility. Equalization shall be adjusted for flat response from 125 Hz to 2k Hz and -3 dB per octave above 2k Hz.
 - (5) Level Balance: Adjust all inputs for identical measured voltage gain.
 - (6) All final "as-built" drawings, run sheets, manuals, and other required documents, as detailed herein, shall be on hand. Two complete sets of these documents shall be delivered to the COTR at this time. Electronic versions of all are required. ALL compiled and un-compiled source code for entire system to be provided on CD-ROM.
 - (7) In the event further adjustment is required, or defective equipment must be repaired or replaced, tests may be suspended or continued at the option of the COTR.

SECTION F – DELIVERIES AND PERFORMANCE

F.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>.

| CLAUSE NUMBER | TITLE | DATE |
|---------------|--|----------|
| 2-25A | Delivery Terms and Contractor's Responsibilities | JAN 2003 |
| 2-30A | Time of Delivery | APR 2013 |
| 2-35 | F.O.B. Destination, Within Judiciary's Premises | JAN 2003 |
| 2-60 | Stop-Work Order | JAN 2010 |
| 7-200 | Judiciary Delay of Work | JAN 2003 |

F.2 DELIVERY SCHEDULE AND LOCATION

- (a) Delivery and Installation shall be coordinated with the Court's cabling and infrastructure upgrade project.
- (b) A post-award teleconference will be held September 27, 2013.
- (c) Installation will be completed no later than January 17, 2014.
- (d) Project closeout shall be finalized no later than February 7, 2014

F.3 DELAY OF DELIVERY SCHEDULE BY COURT

The Court reserves the right to delay any installation, at no additional cost to the judiciary, provided that the Contractor receives written notice from the Contracting Officer (15) calendar days prior to the scheduled installation date, or within (30) calendar days after award, whichever is later, or by any date which is mutually agreed to by the Court and the Contractor.

F.4 SCHEDULING OF TESTING, INSTALLATION, AND TRAINING

- (a) The Contractor shall coordinate the installation of the system to be compatible with the courtroom schedule, the work of the COTR, and the overall construction completion schedule. The Contractor shall attend any regularly scheduled progress meetings. Project completion, including all training to be complete as scheduled with the COTR. After normal business hours and weekends should not be relied upon to meet completion deadline. Contractor to notify COTR immediately if installation complications arise which could complicate scheduled completion.
- (b) The Contractor shall assemble, install, test, and train Court personnel in the use of the system in compliance with the schedule set forth in F.7. Any changes to this schedule shall be submitted for approval and discussed with the CO and the COTR.

- (c) The Contractor shall assemble and test all equipment to verify proper operation before shipping to the courthouse. Testing and shipping shall be coordinated with the COTR.
- (d) The Contractor shall provide operating personnel with adequate training on the completed system, See Training.

F.5 SUBMITTALS (POST-AWARD AND PRE-INSTALLATION)

Post-award and pre-installation submittals shall include but not be limited to the following:

- (a) Complete system construction and as-built point to point wiring schematic drawings, including all component values and showing complete description in English and numerical identification of all wire and cable as well as jacks, terminals and connectors. Provide for design modification if required.
- (b) Shop drawings of all panels, plates and designation strips, including details relating to terminology, engraving, finish and color.
- (c) Schematic drawings of all custom components, assemblies and circuitry.
- (d) Control panel layout drawings. See Attachment 3 for examples.
- (e) Patch panel assignment layout drawings. See Attachment 4 for examples.
- (f) All items of equipment whether a stock manufactured item or custom built shall be supported by complete and detailed schematic drawings and replacement parts lists. No “black boxes” or unidentified components shall be acceptable.

F.6 DELIVERABLES

At the completion of installation, provide the following information:

- (a) Operation Manuals: Provide a bound Operation Manual containing operating instructions for all system functions. The reader of this manual shall be assumed to understand the procedures for using the courtroom VAES, but unfamiliar with this particular facility. Providing standard factory equipment operating instructions alone is not acceptable. The operation manual should include a single double sided summary sheet of instructions that covers the general use of the system. The Operation Manual shall describe all typical procedures necessary to activate the system to provide for the functional requirements as listed under the Detailed Specifications. This section shall include minimum troubleshooting procedures.
- (b) Maintenance Manuals: Provide bound Maintenance Manual to the Court. It shall contain printed operating instructions for all system functions whose format has been compiled specifically for this system. The reader of this manual shall be assumed to be technically competent, but unfamiliar with this particular courtroom. The Maintenance Manual shall provide, at a minimum, “as built” schematic wiring diagrams of all systems, internal wiring diagrams of the central rack cabinet and control panels, parts lists, and preventive maintenance notes, standard factory equipment operating instructions, a list of changes to settings and requirements for accessing or changing those settings. Also include a complete inventory with model and serial numbers of equipment installed.
- (c) A system functional block drawing identical to the specification drawing with the addition of all input and output circuit cable and terminal block numbers as well as all jack field circuit I.D. designations. All wire designations to be descriptive as to function in English.
- (d) Provide simplified one (1) page instructions in a laminate protector.

- (e) Provide two (2) copies of all control software programming including control screens and all source code (compiled and un-compiled) on CD-ROM. The District Court will retain all rights to the compiled and un-compiled source code.
- (f) All information must be accurate as per written acceptance. Schematics and diagrams to be provided in high resolution PDF digital format.
- (g) An excel spreadsheet containing make, model, serial number, quantity, and firmware revision of all equipment installed.
- (h) Warranty systems in writing against defects in material and workmanship for one (1) year after acceptance at no cost to the Court including parts, labor or transportation. During the warranty period, the Contractor shall respond with remedy to a trouble call within twenty-four (24) hours after receipt of such a call, and shall provide a 24-hour service phone number.

F.7 SCHEDULE – TIMELINE, INSTALLATION AND PAYMENTS

This schedule is dependent on completion of a separate infrastructure cabling project which is anticipated to be complete by mid-December.

| PROJECT MILESTONE | DATE | PAYMENT SCHEDULE |
|---|-------------------------------------|-------------------------|
| Bid package release | July 25, 2013 | |
| Contractor Site visit | August 5, 2013 | |
| Contractor bids due to Court | September 6, 2013, | |
| Bid Review by Court | September 6 – September 20, 2013 | |
| Contract Award | September 20, 2013 | |
| Post Award Teleconference-- Submit background info. | September 27, 2013 | |
| Submittal Plan Review | October 18, 2013 | |
| Revised Submittals due from Contractor | October 31, 2013 | |
| Acceptance of Final Design Plan | November 8, 2013 | 20% |
| Kick off Meeting | January 6, 2014 | |
| Installation Period | January 6 – January 7, 2014 | |
| Training/System Acceptance | January 17, 2014 | 70% |
| Acceptance of Closeout Deliverables due to Court | February 7, 2014 | 10% |
| On site Parts and Labor Warranty at no additional cost to Court | January 17, 2014 – January 16, 2015 | |

SECTION G – CONTRACT ADMINISTRATION DATA**G.1 CLAUSES 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>.

| CLAUSE NUMBER | TITLE | DATE |
|----------------------|--|-------------|
| 7-1 | Contract Administration | JAN 2003 |
| 7-5 | Contracting Officer's Technical Representative | APR 2013 |
| 7-125 | Invoices | APR 2011 |

G.2 CONTRACTING OFFICER

The Contracting Officer for this Contract is:

Shari Vance
U.S. District Court – Northern District of Ohio
Carl B. Stokes Federal Courthouse
801 W. Superior Avenue
Cleveland, Ohio 44113
E-mail: sharon_vance@ohnd.uscourts.gov
Phone: (216) 357-7073

G.3 BILLING AND PAYMENT TERMS

Contractor invoice(s) shall be submitted in arrears as a percentage of total cost and shall provide an account summary showing all services, features, and items on the account. Invoice(s) may be submitted upon the Court's acceptance of all products, services, and items as ordered and/or as rendered according to the payment schedule in section F.7

Invoices shall be addressed and submitted to:

Shari Vance
U.S. District Court – Northern District of Ohio
Carl B. Stokes Federal Courthouse
801 W. Superior Avenue
Cleveland, Ohio 44113

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative for this Contract is:

David Zendlo
U.S. District Court – Northern District of Ohio
Carl B. Stokes Federal Courthouse
801 W. Superior Avenue
Cleveland, Ohio 44113
E-mail: david_zendlo@ohnd.uscourts.gov
Phone: (216) 357-7053

G.5 CLAUSE 7-10, CONTRACTOR REPRESENTATIVE (JAN 2003)

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

1. Name:
2. Address:
3. Telephone:
4. E-mail:
5. Fax:

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.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.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>.

| CLAUSE NUMBER | TITLE | DATE |
|---------------|--------------------------------------|----------|
| 1-1 | Employment by the Government | JAN 2003 |
| 7-55 | Contractor Use of Judiciary Networks | JAN 2003 |

H.2 CLAUSE 2-65, KEY PERSONNEL (APR 2013)

(a) Individuals identified below as Key Personnel (Project Manager) 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 CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
- (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of Key Personnel shall be submitted in writing to the CO, 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 (5) work days after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO 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 CO will promptly inform the Contractor of this determination. If the CO 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 CO and the Contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the

Contractor shall submit, in writing, for the CO'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 including, in reverse chronological order for up to (10) years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific 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 CO 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 (15) days by the Contractor.

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

Project Manager _____

H.3 PRICE MANAGEMENT

The Contractor shall agree that during the contract life, the prices set forth herein shall not exceed the Contractor's commercial price list (including applicable commercial discounts) and/or established tariff prices for similar (or identical) facilities, services, and items. If at any time this should occur, the Contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract. Similar facilities, services, and items are defined as comparable commercial technical services.

H.4 CONTRACTOR PERSONNEL QUALIFICATIONS AND REQUIREMENTS

- (a) Installation personnel must have received training and have a minimum of (3) years of installation experience for the facilities, services and items proposed.
- (b) Contractor personnel assigned to this contract must be able to communicate effectively in English (verbally and in writing) with Court staff and representatives.
- (c) All Contractor personnel are required to present valid state-issued picture identification upon arrival to the Court's premises to begin project work.
- (d) Contractor personnel shall be properly attired when on-site at a Court location and all dealings with Court staff and representatives shall be businesslike and courteous.
- (e) For the purpose of the overall contract, the Contractor's Project Manager is designated as Key Personnel under this contract and shall be the Contractor's authorized point of contact with the Court's CO and COTR.
- (f) The Contractor's Project Manager shall be a prime Contractor employee who has in depth experience in the type of services and goods required by the contract resulting from this solicitation.
- (g) The Contractor's Project Manager shall be responsible for providing project management oversight during all hours of task order activity for all Contractor personnel. The Contractor's Project Manager also shall be responsible for formulating and enforcing work standards, signing schedules, and reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.
- (h) The Court reserves the right to require the change/removal of any Contractor personnel from the contract, without penalty to the judiciary; furthermore, this right of removal may be exercised at any time during the term of the contract.

H.5 NOTIFICATION OF DEBARMENT / SUSPENSION STATUS

- (a) During the contract period, the Contractor shall provide immediate written notice to the Contracting Officer in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice or proposed debarment from another Government Agency, during the performance of this contract.
- (b) During the contract period, the Contractor shall provide immediate written notice to the Contracting Officer if the Contractor learns that its certification in response to JPV14, Provision 3-20 (Section K 3) was erroneous when submitted or has become erroneous by reason of changed circumstances.

H.6 TAXES

The Court is exempt from Ohio State Sales Tax and Federal Excise Tax. As such, any contract proposal amount shall not include the cost of any such taxes.

H.7 MEETINGS / CONFERENCES

Technical meetings, post-award/pre-performance conferences, and/or meetings during contract performance, may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract. Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Court. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.8 GENERAL WORKING HOURS AND GOVERNMENT HOLIDAYS

Normal business/office hours are from 8:00 a.m. to 4:30 p.m. Eastern Standard Time, local time; specific working hours, however, will be identified as required.

The following Government holidays are normally observed by judiciary personnel: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute.

H.9 SECTION 508 COMPLIANCE

- (a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires that when federal departments or agencies "develop, procure, maintain, or use" EIT, they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other federal employees. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a federal department or agency, have access to and use of information and data that is comparable to that provided to the public without disabilities. Comparable access is not required if it would impose an undue burden.
- (b) For further information, refer to:
<http://www.section508.gov/index.cfm?FuseAction=content&ID=12#Telecommunications>
- (c) Solicitation evaluation will be based in part on the proposal responsiveness to the identified Section 508 requirements and considerations for accessibility. The Offeror

shall provide proof of conformance with these requirements. The Voluntary Product Accessibility Template (VPAT) may be used for this purpose. The VPAT can be downloaded from the following website: <http://www.itic.org/resources/voluntaryproduct-accessibility-template-vpat/>

- (d) Services delivered as a result of this solicitation will be accepted based in part on satisfaction of Section 508 requirements for accessibility.

H.10 OSHA COMPLIANCE

All services performed under the terms of the awarded contract shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable Federal, State, and local codes.

H.11 PERMITS

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, and any applicable freight work permits, authorizations, etc. and/or visas in connection with the performance of the contract.

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES

I.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>.

| CLAUSE NUMBER | TITLE | DATE |
|----------------------|--|-------------|
| 1-5 | Conflict of Interest | AUG 2004 |
| 1-10 | Gratuities or Gifts | JAN 2010 |
| 1-15 | Disclosure of Contractor Information to the Public | AUG 2004 |
| 2-20A | Incorporation of Warranty | JAN 2003 |
| 2-20B | Contractor Warranty (Products) | JAN 2010 |
| 2-95 | Material Requirements | JAN 2003 |
| 3-25 | Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment | JAN 2003 |
| 3-35 | Covenant Against Contingent Fees | JAN 2003 |
| 3-40 | Restrictions on Subcontractor Sales to the Government | JAN 2003 |
| 3-45 | Anti-Kickback Procedures | JUN 2012 |
| 3-50 | Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity | JUN 2012 |
| 3-55 | Price or Fee Adjustment for Illegal or Improper Activity | JUN 2012 |
| 3-105 | Audit and Records – Negotiations | APR 2011 |
| 3-120 | Order of Precedence | JAN 2003 |
| 3-140 | Notice to the Judiciary of Labor Disputes | JAN 2003 |
| 3-205 | Protest after Award | JAN 2003 |
| 7-15 | Observance of Regulations/Standards of Conduct | JAN 2003 |
| 7-20 | Security Requirements | APR 2013 |
| 7-25 | Indemnification | AUG 2004 |
| 7-30 | Public Use of the Name of the Federal Judiciary | JAN 2003 |
| 7-35 | Disclosure or Use of Information | APR 2013 |
| 7-65 | Protection of Judiciary Buildings, Equipment, and Vegetation | APR 2013 |
| 7-85 | Examination of Records | JAN 2003 |
| 7-100A | Limitation of Liability (Products) | JAN 2003 |
| 7-100B | Limitation of Liability (Services) | JAN 2003 |
| 7-110 | Bankruptcy | JAN 2003 |
| 7-130 | Interest (Prompt Payment) | JAN 2003 |
| 7-135 | Payments | APR 2013 |
| 7-140 | Discounts for Prompt Payment | JAN 2003 |
| 7-150 | Extras | JAN 2003 |
| 7-185 | Changes | APR 2013 |
| 7-210 | Payment for Emergency Closures | APR 2013 |

| | | |
|-------|---|----------|
| 7-215 | Notification of Ownership Changes | JAN 2003 |
| 7-220 | Termination for Convenience of the Judiciary (Fixed-Price) | JAN 2003 |
| 7-230 | Termination for Default (Fixed-Price – Products and Services) | JAN 2003 |
| 7-235 | Disputes | JAN 2003 |

I.2 JPV14 CLAUSE 2-20C, 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 within 30 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.

I.3 JPV14 CLAUSE 6-20, INSURANCE – WORK ON OR WITHIN JUDICIARY FACILITY (APR 2011)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

- (1) Workman's Compensation and Employee's Liability Insurance

The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

(2) Automobile Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

(3) General Liability Insurance

The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

(4) Self-Insurance

If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

(b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.

(c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

(d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:

(1) for such period as the laws of the state in which this contract is to be performed prescribe; or

(2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

SECTION M - LIST OF ATTACHMENTS

- ATTACHMENT 1 Photographs of Courtroom #204, Existing Video Rack,
Existing Audio Rack**
- ATTACHMENT 2 Drawing of Courtroom #204
A-1 Existing & new floor trenching
A-2 Crown wireway detail**
- ATTACHMENT 3 Examples of Typical Control Pages**
- ATTACHMENT 4 Examples of I/O Bulkhead Plate Shop Drawings**

PART III - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 JUDICIARY POLICY VOLUME 14 (JPV14) 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 proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

| CLAUSE NUMBER | TITLE | DATE |
|---------------|----------------------|----------|
| 3-15 | Place of Performance | JAN 2003 |

K.2 JPV14 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.

K.3 JPV14 PROVISION 3-20, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2011)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The offeror ___ has ___ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business

entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

(a) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

K.4 JPV14 PROVISION 3-30, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (JAN 2003)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

- (A) those prices;
- (B) the intention to submit an offer; or
- (C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

_____ (*insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization*);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 JPV14 PROVISION 3-130, AUTHORIZED NEGOTIATORS (JAN 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____

Titles: _____

Telephone: _____

Fax: _____

E-mail: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS
L.1 JUDICIARY POLICY VOLUME 14 (JPV14) 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 proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

| NUMBER | TITLE | DATE |
|--------|--|----------|
| 2-15 | Warranty Information | JAN 2003 |
| 3-85 | Explanation to Prospective Offerors | AUG 2004 |
| 3-95 | Preparation of Offers | JAN 2003 |
| 3-100 | Instructions to Offerors | APR 2011 |
| 7-60 | Judiciary Furnished Property or Services | JAN 2003 |

L.2 JPV14 PROVISION 2-70, SITE VISIT (JAN 2003)

- (a) It is **strongly** recommended to participate in the site visit before submitting a quote for this project. The Contractor site visit date will be on August 5, 2013, 9:30 a.m. till 12:00 p.m. Please confirm your participation by contacting the Contracting Officer's Technical Representative (COTR), David Zendlo by phone at (216) 357-7053 or by email at David_Zendlo@ohnd.uscourts.gov.
- (b) You must contact the COTR to schedule your site visit to the courtroom.
- (c) All questions and inquiries shall be submitted in writing as specified in Section L.6.

L.3 JPV14 PROVISION 3-210, PROTESTS (SEP 2010)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
- (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make

the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

- (i) name, address, and fax and telephone numbers of the protester or its representative;
- (ii) solicitation or contract number;
- (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
- (iv) copies of relevant documents;
- (v) request for a ruling by the judiciary;
- (vi) statement as to the form of relief requested;
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (viii) all information establishing the timeliness of the protest.

(c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or elsewhere in this parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.4 PROVISION 4-1, TYPE OF CONTRACT (JAN 2003)

The judiciary plans to award a firm fixed price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.5 SUBMISSION ADDRESS AND DUE DATE

The response must be bound together at the upper left hand corner only. Please do not include binders with your response. One (1) original and one (1) copy of your RFP should be received by the Contracting Officer, NO LATER THAN 5:00 P.M, EST. September 6, 2013 at the following address:

U.S. District Court - Northern District of Ohio
Office of the Clerk
801 West Superior Avenue, Room 2-141
Cleveland, Ohio 44113
Attention: Sharon Vance, Contracting Officer

Responses may be submitted by e-mail to sharon_vance@ohnd.uscourts.gov.

L.6 INQUIRIES

CLARIFICATIONS, RESPONSES TO QUESTIONS AND/OR AMENDMENTS TO THIS SOLICITATION, WILL BE AVAILABLE ON THE INTERNET AT: www.ohnd.uscourts.gov. All clarifications and/or amendments, if made, will also be provided directly to all offerors of which the court has knowledge.

Questions concerning any areas of uncertainty which in your opinion require clarification or correction, must be furnished in writing, (e-mail is also acceptable) to Sharon Vance, and marked "Offeror's Questions, RFP No. OHND-13-06-TOL ", and must be submitted NO LATER THAN TEN CALENDAR DAYS from date of issuance of the solicitation document.

Questions pertaining to the Court's requirement or quote preparation should be referred only to Sharon Vance, Contracting Officer, US District Court, Cleveland, Ohio, who may be contacted at (216) 357-7073, or email Sharon_Vance@ohnd.uscourts.gov. Collect calls will not be accepted.

L.7 RESPONSE SUBMISSION

The Offeror is responsible for any and all expenses related to the preparation and submission of a response to this solicitation. The Court shall incur no obligation except pursuant to the execution of a contract by the Court and the successful Offeror (Contractor).

L.8 MINIMUM ACCEPTANCE PERIOD

(a) All offers and pricing shall remain valid for a period of ninety (90) calendar days (e.g., minimum acceptance period) from the date specified for the receipt of offers, unless another time period is specified in an addendum to this solicitation. Offerors may specify a longer acceptance period than the Court's minimum requirement; an offer allowing less than the Court's minimum acceptance period, however, may be rejected.

(b) The Offeror agrees to perform all tasks and functions and furnish all facilities, services, and items in compliance with its offer for the proposed prices, as accepted by the Court, if awarded the contract within the acceptance period. It shall be noted that the longer acceptance period whether specified by the Court or by the Offeror will be used to determine the actual minimum acceptance period.

L.9 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES

This section provides general instructions on how to prepare and submit a response to this solicitation. The Offeror's response shall provide all of the information requested below. A cover letter may accompany the response to set forth any additional information that the Offeror wishes to bring to the attention of the Court.

(a) The Offeror shall submit a single response (e.g., offer) to this Solicitation. Multiple and/or alternate responses from the same Offeror will not be accepted.

(b) The Offeror shall furnish one (1) original and two (2) copies of the response in paper, hard copy form. One (1) electronic copy of the response also shall be provided. The electronic copy shall be provided in Adobe Acrobat format with the Pricing Form.

(c) All responses must be in writing, signed by a representative of the Offeror who is authorized to submit an offer.

(d) All responses must be delivered sealed and marked as specified herein. Failure to properly address the outside of the response envelope could cause an offer to be misdirected.

L.10 CONTENT OF PROPOSALS

(a) Signed cover letter on offeror's letterhead listing all enclosed documentation, and referencing the solicitation.

(b) Section A (SF33) with Blocks 17 and 18 signed and dated to show that the Offeror has read, understands, accepts, and agrees to comply with all the conditions and instructions provided in the solicitation document, including all requirements, specifications and provisions. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

(c) Completed Section B. Offerors must make an offer for each and every item in Section B. Offerors for less than all items will not be considered. Prices shall include, but not be limited to, all services, equipment, accessories, cables, connectors, interface units, and other related items for fully installed facilities and services ready for operation by the Court.

(d) Completed Clauses G.5 and H.2, and all of Section K, completed for all applicable boxes or blocks.

(e) A list of at least five current (within 3 years) references, preferably federal agencies, for whom the Offeror has performed work of similar size and complexity. The Government reserves the right to contact references as part of its responsibility determination. At a minimum, each reference shall include the following information:

- (1) Business/organization name and agencies supported.
- (2) Technical Point of Contact (name, title, address, and telephone number).
- (3) Contracting Officer (name, title, address, and telephone number).
- (4) Original contract value and duration. May also provide total value to date of modifications / follow-ons to the original contract.
- (5) Description of facilities, services, and items provided, the contract effort, and the installation date.

(f) The following information on all proposed equipment:

- (1) Manufacturer's name
- (2) Manufacturer's part number
- (3) Description to include salient physical, functional, and or performance characteristics
- (4) Supporting documentation the proposed equipment is compatible with existing equipment described in the solicitation.

(g) Any assumptions, conditions, and/or exceptions upon which the contractual and cost/price terms and conditions of the Offeror's proposal is based. If none are stated, it will be assumed that none exist and that the Contractor agrees to comply with all of the terms and conditions set forth in this solicitation document, including all requirements, specifications, clauses, and provisions.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 JUDICIARY POLICY VOLUME 14 (JPV14) 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 proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

| CLAUSE NUMBER | TITLE | DATE |
|----------------------|---------------------------------|-------------|
| 3-70 | Determination of Responsibility | JAN 2003 |

M.2 AWARD ON INITIAL RESPONSES

The Court reserves the right to award the contract based on the initial response submission, without discussions or negotiations of such responses. Therefore, it is important that each response be fully compliant, without exception to any requirement, clause, or provision. Offerors should submit initial responses which respond most favorably to the Court's requirements.

M.3 EVALUATION – GENERAL

(a) Award will be made on the basis of the lowest price/technically acceptable Offer. Award will be on an all or none basis.

(b) The evaluation will be conducted using the evaluation criteria set forth in this section. Each initial offer should contain the Offeror's best terms from a price and technical standpoint. Clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the solicitation as may be deemed necessary by the Contracting Officer, to fully explore and evaluate the merits of responses submitted. The Court reserves the right to conduct discussions, if later determined to be necessary.

M.4 EVALUATION PROCESS

Quotes will be evaluated based on product compatibility & reliability, service, and price. The United States District Court reserves the right to:

1. request clarification or additional information from any Contractor at any time,

2. modify, remove, or add requirements to the RFP and to suspend or reopen the RFP process,
3. reject any or all responses and terminate the RFP

Final selection of the Contractor is solely within the discretion of the Court and will be contingent on the availability of funds.

Each response will be initially evaluated for:

- (1) lowest price technically acceptable,
- (2) responsiveness to the solicitation, agreed upon terms and conditions, and
- (3) the ability to satisfy the requirements of the solicitation

The Court reserves the right to consider as acceptable only those responses that are submitted in accordance with all requirements set forth or referenced in this solicitation. Offerors shall demonstrate an understanding of all requirements and a capability to provide the required facilities, services, and items. The Court reserves the right to reject responses that do not address the totality of the solicitation requirements, including the contract terms and conditions. Only those responses considered to be in compliance with all requirements herein will be evaluated. Technical acceptability will be determined based upon the proposed equipment information submitted and past experience.

M.5 PRICE EVALUATION

Offerors prices from the Pricing Form in Section B will be evaluated for reasonableness. Responses containing unrealistic prices will not be considered for award.

M.6 CONTRACT AWARD

- (a) The Court intends to award a single contract resulting from this solicitation.
- (b) Contract award will be made to the responsible Offeror whose response represents the lowest price technically acceptable offer.
- (c) The Court reserves the right to make no award pursuant to this solicitation.

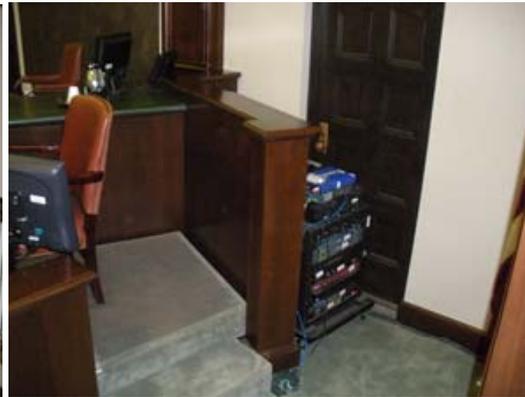
ATTACHMENT 1



Courtroom #204, Toledo



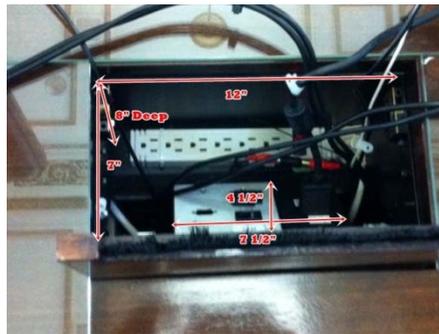
Existing Video Rack



Existing Audio Rack – behind witness box

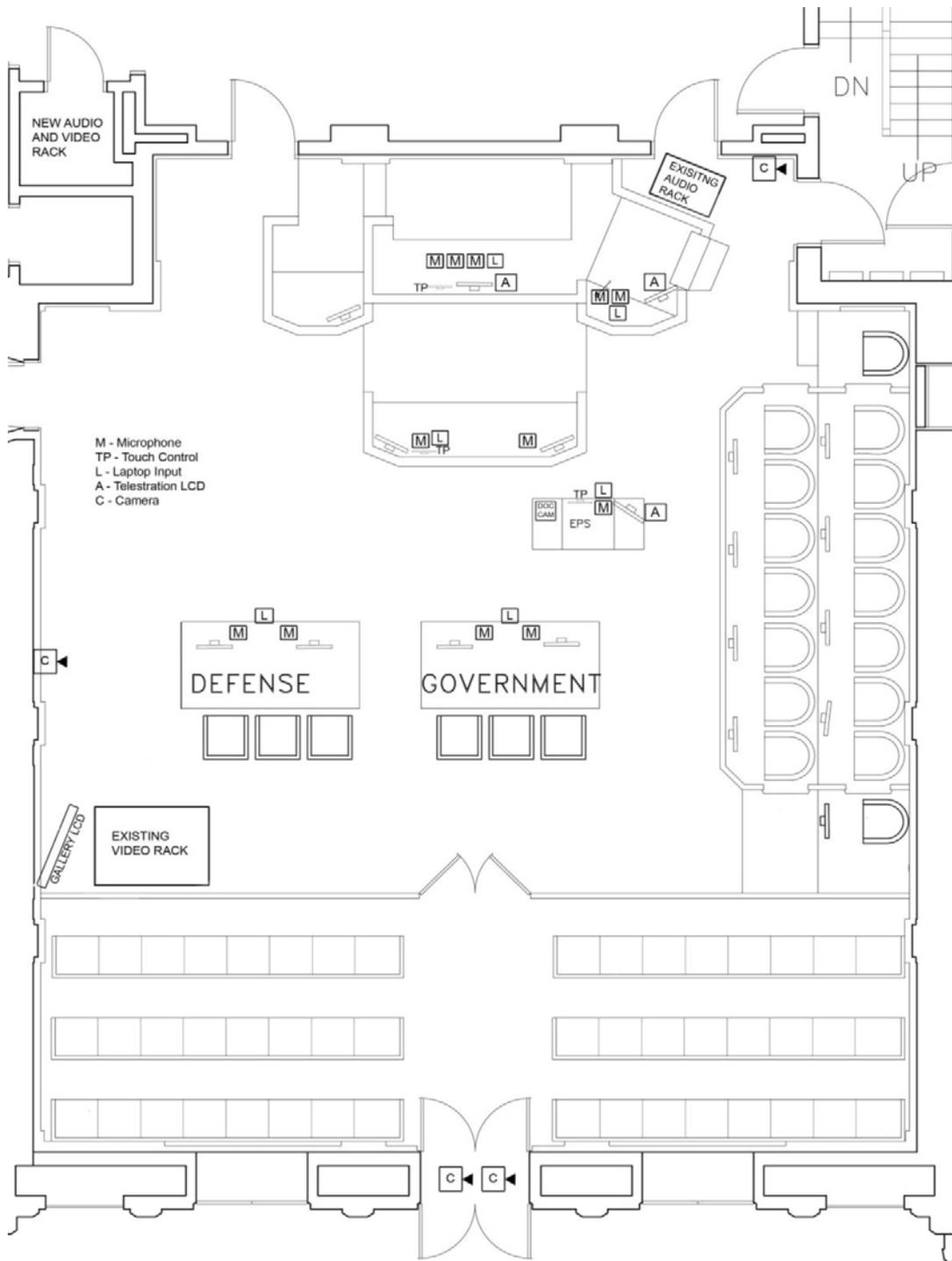


Counsel table

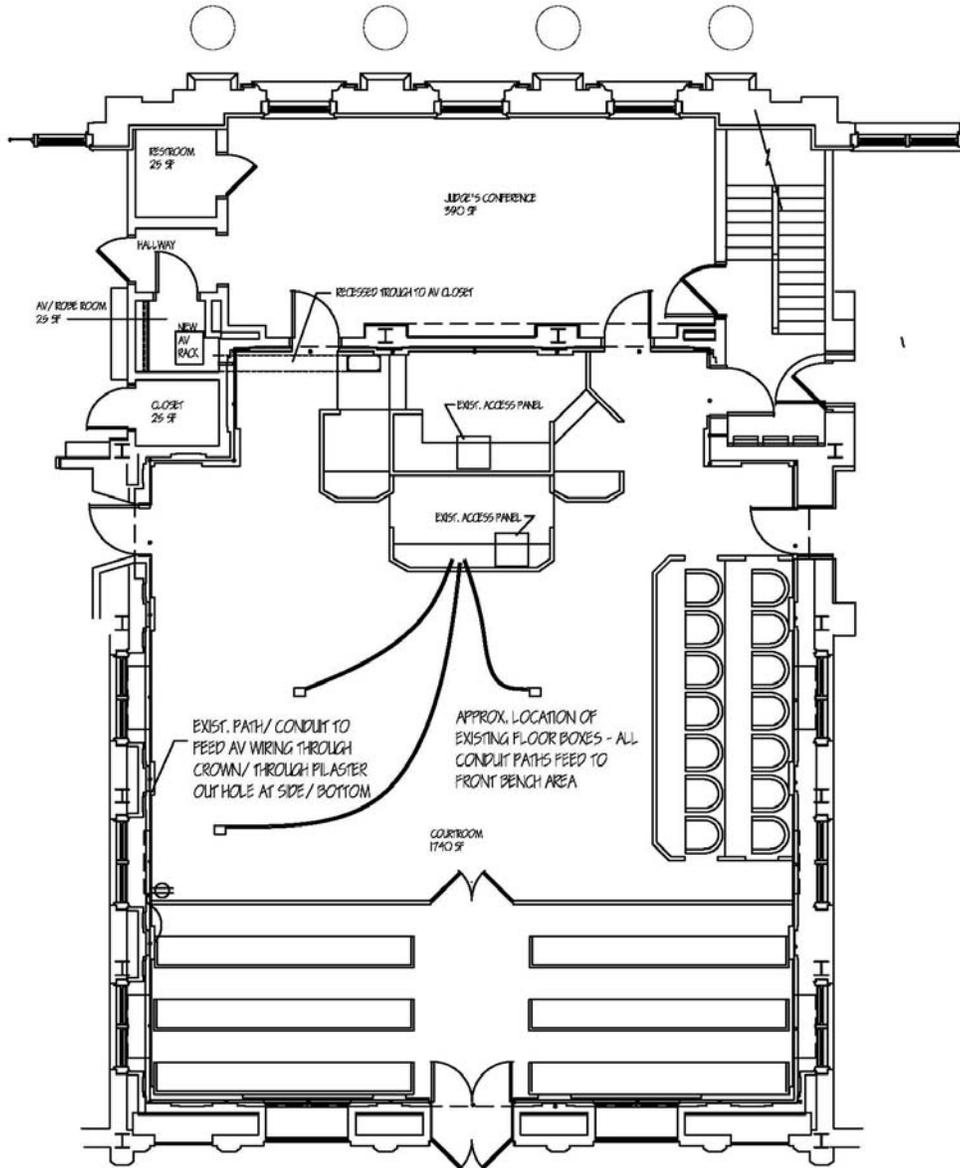


Counsel table access plate

ATTACHMENT 2



ATTACHMENT 2 A-1



COURTROOM PLAN

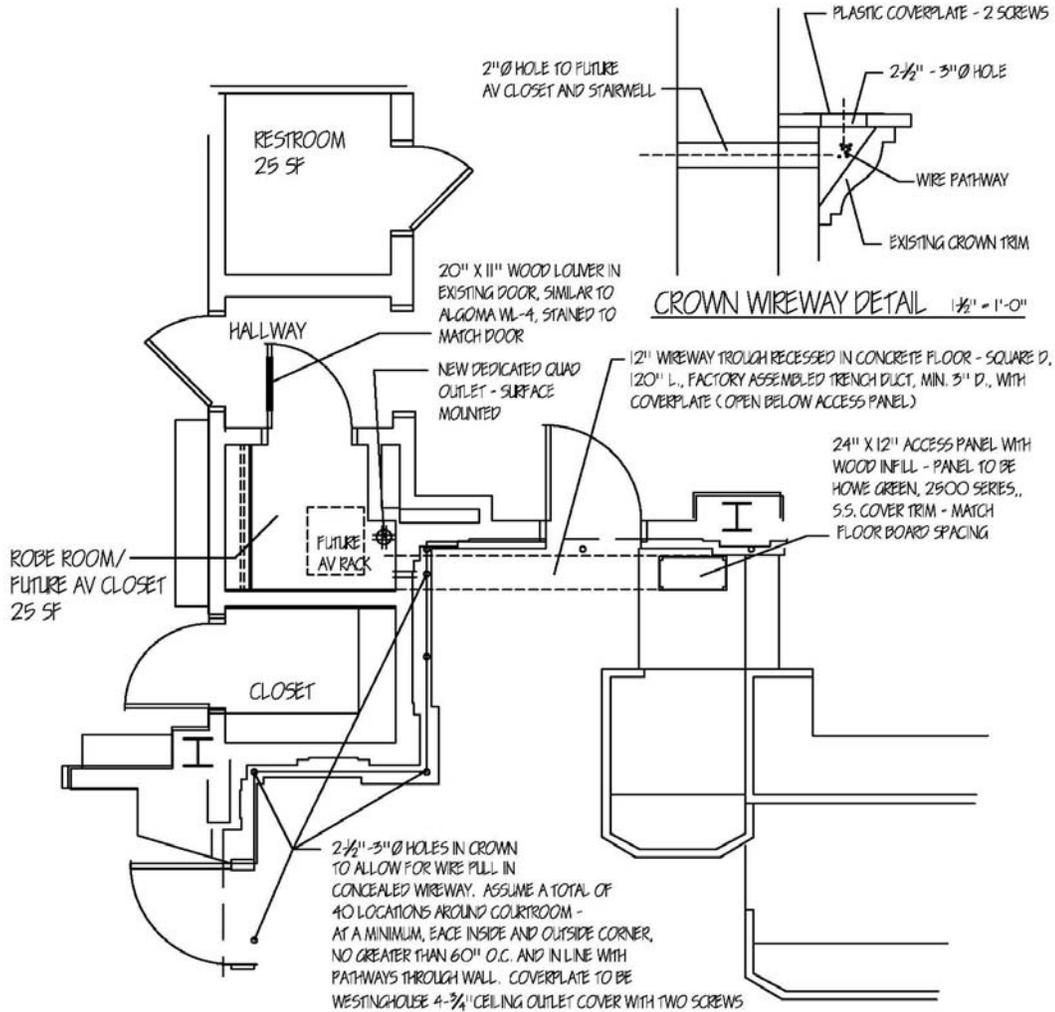
1/8" = 1'-0"

COURTROOM TECHNOLOGY - HON. JEFFREY HELMICK
ASHLEY COURTHOUSE - TOLEDO, OHIO

JUNE 2013

A-1

ATTACHMENT 2 A-2



CROWN WIREWAY DETAIL 1/2" = 1'-0"

ENLARGED PLAN

1/4" = 1'-0"

THE WORK SHOWN ON THIS PAGE HAS BEEN COMPLETED UNDER A SEPARATE PROJECT TO PROVIDE INFRASTRUCTURE FOR THE COURTROOM TECHNOLOGY PROJECT

JUNE 2013

COURTROOM TECHNOLOGY - HON. JEFFREY HELMICK
ASHLEY COURTHOUSE - TOLEDO, OHIO

A-2

ATTACHMENT 3

Examples of typical control pages



Main Page



Judge/Deputy Microphone Volume page



Typical Mic/Lav selection page



Revolabs Microphone volume control page



Counsel table microphone control page



Laptop Audio control page



Typical Tele-conference control page



Interpreter Controls

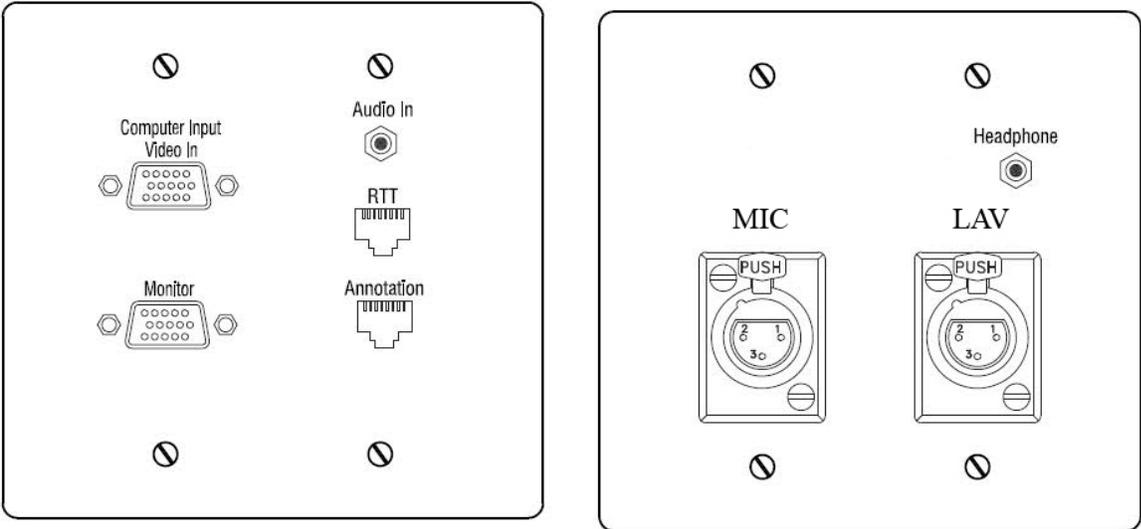


Audio Conferencing Matrix



Example Video Conferencing Control page

ATTACHMENT 4



Typical I/O plate shop drawing (Judge)