PART I –SOLICITATION SPECIFICATIONS

SECTION A – SPECIFICATIONS / STATEMENT OF WORK

A.1 BACKGROUND

The Unites States District Court for the Northern District of Ohio is seeking **OPEN MARKET QUOTES** to remove the current video systems and install, configure and test complete operational high definition video systems as replacements to the current video systems located in five (5) District Court Judge Courtrooms throughout the district.

Base Bid

Carl B. Stokes United States Courthouse
801 West Superior Avenue, Cleveland, Ohio 44113 Courtrooms 19A, 18B and 15B

John F. Seiberling Federal Building and U.S. Court House
2 South Main Street, Akron, Ohio 44308 Courtroom 530

James M Ashley & Thomas W.L. Ashley U.S. Court House
1716 Spielbusch Avenue, Toledo, Ohio 43604 Courtroom 204

The Court may choose to upgrade three (3) additional courtrooms as options to the base bid based upon the cost of each courtroom upgrade. The additional upgrades would be as follows:

Option #1

Carl B. Stokes United States Courthouse
801 West Superior Avenue, Cleveland, Ohio 44113 Courtroom 19B

Option #2

Carl B. Stokes United States Courthouse
801 West Superior Avenue, Cleveland, Ohio 44113 Courtroom 17A

Option #3

Carl B. Stokes United States Courthouse
801 West Superior Avenue, Cleveland, Ohio 44113 Courtroom 15A

Details regarding system requirements can be found in the attached design report**.**

SECTION B – DELIVERIES AND PERFORMANCE

B.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

B.2 DELIVERY SCHEDULE AND LOCATION

(a) Delivery and Installation shall be subject to the Court's docket and courtrooms may be worked on simultaneously or sequentially
(b) A post-award teleconference will be held **October 9, 2015**.
(c) Installations will be completed no later than **May 27, 2016**
(d) Project closeout shall be finalized no later than **June 24, 2016**

B.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.

B.4 SCHEDULING OF TESTING, INSTALLATION, AND TRAINING

(a) The Contractor shall coordinate the installation of the systems 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 systems in compliance with the schedule set forth in **B.5**. 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,

B.5 SCHEDULE – TIMELINE, INSTALLATION AND PAYMENTS

This schedule is dependent on chambers availability and may vary by number of courtrooms awarded.

PROJECT MILESTONE	DATE	PAYMENT SCHEDULE BASE BID	PAYMENT SCHEDULE OPTIONS
Bid package release	August 19, 2015		
Contractor Site visit	September 9 - 11, 2015		
Contractor bids due to Court	September 21, 2015		
Bid Review by Court	September 21 – 28, 2015		
Contract Award	September 28, 2015		
Post Award Teleconference-- Submit background info.	October 9, 2015		
Draft Submittals Due from Contractor	November 13, 2015		
Submittal Plan Review	November 16 - 18, 2015		
Revised Submittals due from Contractor	December 2, 2015		
Acceptance of Final Design Plan	December 9, 2015	20%	
Kick off Meeting	January 3, 2016		
Installation Period – Base Bid	January 3, 2016 – May 27, 2016	70%	
Installation Period – Options*	January 3, 2016 – May 27, 2016		70%
Training/System Acceptance	May 27, 2016		
Acceptance of Closeout Deliverables due to Court	June 24, 2016	10%	
On site Parts and Labor Warranty at no additional cost to Court	May 27, 2016 – May 27, 2017		

*NOTE: If Optional Courtrooms are awarded on this contract, the Court will issue payment of 70% of the total cost per option upon completion of each optional Courtroom that is awarded.

SECTION C – CONTRACT ADMINISTRATION DATA

C.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

C.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, Room 2-141
Cleveland, Ohio 44113
E-mail: sharon_vance@ohnd.uscourts.gov
Phone: (216) 357-7073

C.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 B.5.

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, Room 2-141
Cleveland, Ohio 44113

C.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

C.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 D – SPECIAL CONTRACT REQUIREMENTS

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
1-1	Employment by the Government	JAN 2003
7-55	Contractor Use of Judiciary Networks	JAN 2003

D.2 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.

D.3 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.

D.4 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.

D.5 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.

D.6 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.

D.7 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.

D.8 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.

D.9 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.

D.10 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 E – CONTRACT CLAUSES

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
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	JAN 2003
	Contractors Debarred, Suspended or Proposed for Debarment	JAN 2003
3-35	Covenant Against Contingent Fees	
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

E.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.

E.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.

PART III - REPRESENTATIONS AND INSTRUCTIONS

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

F.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

F.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.

F.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.

F.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 G - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

G.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

G.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 dates will be as follows:
Akron: September 9, 2015 from 9:30 am – 12:00 pm
Toledo: September 10, 2015 from 9:30 am – 12:00 pm
Cleveland: September 11, 2015 from 9:30 am – 12:00 pm

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 courtrooms.

(c) All questions and inquiries shall be submitted in writing as specified in Section L.6.

G.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.

G.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.

G.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 21, 2015** 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.

G.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-15-06-DCA** ", 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.

G.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).

G.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.

SECTION H - EVALUATION FACTORS FOR AWARD

H.1 JUDICIARY POLICY VOLUME 14 (JPV14) PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)

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

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

H.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.

H.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.

H.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.

H.5 PRICE EVALUATION

Offerors' prices from the Bid Form in Section B-1 of the Excel spread sheet will be evaluated for reasonableness.
Responses containing unrealistic prices will not be considered for award.

H.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 of the total award.

(c) The Court reserves the right to make no award pursuant to this solicitation.