

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

**801 W Superior Avenue
Cleveland, Ohio 44113**



REQUEST FOR QUOTE NO.:

USDC-TOL312

TITLE:

"Toledo Magistrate Courtroom #312" U.S.
District Court for the Northern District of
Ohio

ISSUED BY:

Sharon Vance
Sharon_Vance@ohnd.uscourts.gov
Contracting Officer
U.S. District Court
801 Superior Avenue
Cleveland, Ohio 44113
(216) 357-7073

DATE ISSUED:

August 9, 2011

QUOTE DUE DATE AND TIME:

September 14, 2011, 5:00 p.m. EST
Quotes received after this date and time will
be considered late

**REVISION: RFQ extended to
September 16th, 2011, 5:00 p.m. EST**

OFFER EXPIRATION DATE:

Offers will be valid for 60 days unless a
different period is specified by the Offeror

The United States District Court for the Northern District of Ohio seeks to review the quotes of contractors to provide the purchase and installation of (1) Audio Enhancement System (AES) for the Magistrate Judge Courtroom #312 located at the:

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

It is expected that one (1) purchase order will be awarded on or before September 24, 2011. Therefore, it is the intention of the United States District Court for the Northern District of Ohio (the Court) to review the quotes submitted by contractors to this RFQ (Request for Quote), and to select the contractor who provides the necessary products and services which will benefit the Court's needs.

The attached RFQ contains a pricing schedule and the technical specifications for the Court. If you decide to submit a response to this RFQ, you will need to develop and provide both a technical quote and a price quote. Your technical quote shall consist of all the submittals required to be provided at the time quotes are due. Your price quote shall consist of the prices you are offering for each individual item of equipment, labor, maintenance, and travel as well as any substitution suggestions with pricing and the reason the substitution is being requested. Award will be made to the contractor whose technically acceptable quote offers the lowest technically acceptable price to the court.

IF THERE ARE ANY CLARIFICATIONS AND/OR AMENDMENTS TO THIS SOLICITATION, THEY WILL BE AVAILABLE ON THE INTERNET AT:

www.ohnd.uscourts.gov. All clarifications and/or amendments, if made, will be provided to all contractors. The clarification and/or addendum shall have the same binding effect as the remainder of the RFQ.

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, RFQ No. USDC-TOL312", 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.

Your quote must be signed by an official authorized to contractually bind your organization and must indicate that it is valid for at least 60 days. 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 Request for Quote (RFQ) should be received by the Contracting Officer, NO LATER THAN 5:00 P.M, EST. **September 14, 2011** at the following address:

REVISION: RFQ extended to September 16th, 2011, 5:00 p.m. EST

U.S. District Court - Northern District of Ohio

Office of the Clerk
801 West Superior Avenue
Cleveland, Ohio 44113
Attention: Sharon Vance, Contracting Officer

Site Visits

It is recommended to perform a site visit before submitting a quote for this project. Contractor site visits will be by appointment by contacting the Contracting Officer's Technical Representative (COTR), David Zendlo 216.357.7053

Email: David_Zendlo@ohnd.uscourts.gov

You must contact the Contracting Officer's Technical Representative to schedule your site visit to the courtroom. Walk-in site visits will not be accepted.

Rejection of Responses

The United States District Court reserves the right to reject any or all responses to the RFQ.

Cost of Preparation of Quotation

The RFQ 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.

Cancellation

The United States District Court reserves the right to cancel any further proceedings pursuant to this RFQ for any reason. In no event shall the Court have any liability for such cancellation.

Evaluation and Selection of Vendor

Quotes received from the Contractors will be evaluated and selection of the Contractor will be determined based on product compatibility & reliability, service, and the lowest technically acceptable price.

The United States District Court reserves the right to:

- I. request clarification or additional information from any Contractor at any time,
- II. modify, remove, or add requirements to the RFQ and to suspend or reopen the RFQ process,
- III. reject any or all responses and terminate the RFQ

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

Quote Sheet for RFQ Number:

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

Vendors Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date Quantity Discount or Trade-in Amount

Tax Identification Number

Discount Terms or Net 30? Delivery Date

Printed or Typed Name of Signator

Data Universal Number System (DUNS) Number

1 DESCRIPTION OF EACH TASK TO BE PURCHASED

1.1 PURPOSE:

The purpose of the request for quote is to seek a contractor to remove the current system and procure, install, configure and test a complete operational Audio Enhancement System as a replacement to the current audio system located in Magistrate Judge Knepp's courtroom # 312 at:

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

1.2 SCOPE:

1.2.1 The contractor shall furnish all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system consistent with the design intent Court Furnished Equipment (CFE) and materials are specifically exempt from this requirement. The courtroom is approximately 821 square feet.

1.2.2 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.

1.2.3 The Contractor shall generate shop drawings and information for the complete installation and wiring of the Audio Enhancement system. The Contractor shall provide the on-site installation and wiring of the AES, and shall provide ongoing supervision and coordination during the installation phase.

1.2.4 The Contractor shall be responsible for the adjustment of the system herein prescribed and shall provide all test equipment for system acceptance testing.

1.2.5 The installation shall include everything necessary or incidental to complete the installation including but not limited to, receptacle plates, wire, electrical boxes, etc.

1.2.6 The contractor shall furnish all necessary information to ensure that a proper system is installed that meets the design and operational requirements of the Court.

1.2.7 The Contractor shall restore finish hardware to the original condition including painting, wall, millwork and ceiling modifications and attachments.

1.2.8 The Contractor shall provide training on the operation of the AES system.

1.2.9 The Contractor shall provide a minimum one (1) year warranty.

1.3 SPECIAL REQUIREMENTS:

1.3.1 GENERAL

- i. 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 required herein which is necessary to result in a complete operational system.
- ii. The installation of all work must be in accordance with commonly accepted industry standards and practice. While not anticipated, it may be the responsibility of the Contractor 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.
- iii. 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 schematic and block diagrams.
- iv. 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 COTR. Modifications shall not commence without written approval from the COTR.
- v. Provide necessary screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware necessary to facilitate the installation of the system.
- vi. Furnish special installation equipment or tools necessary to properly complete the system, including but not limited to, tools for terminating, testing and etc.
- vii. All installation practices shall be in accordance with, but not limited to, these specifications.

1.3.2 PHYSICAL INSTALLATION

- i. All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.
- ii. Fastenings and supports shall be adequate to support their loads with a safety factor of at least three.
- iii. All boxes, equipment, etc., shall be secured plumb and square.
- iv. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.
- v. 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.

- vi. All visible devices shall be a matte black finish.

1.3.3 CABLE INSTALLATION

- i. Wiring to the courtroom from the proposed audio rack location will be through a drop ceiling. Existing wiring is run through surface mount self-adhesive raceway to surface mount double gang boxes. It is anticipated that new wiring from the rack will utilize the same method. New boxes, wiring, and raceway to be included as part of the project. Contractor will employ cable management as needed
- ii. 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.
- iii. Provide cable pass through holes as 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.
- iv. Contractor shall ensure that all visual and control cables are neatly dressed with split loom tubing or equivalent for pleasing appearance and safety.
- v. 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.
- vi. Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules.
- vii. Provide quick disconnect connectors within the rack for equipment that is not provided with manufacturer installed connections. The connectors shall be of industry standard type, appropriate to the signal and voltages required by the equipment. Internal rack wiring shall not be wired directly to the equipment via screw or solder connections.
- viii. 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:
 - a. Power cables
 - b. Analog control cables
 - c. Digital control cables
 - d. Audio cables carrying signals less than -20 dBm
 - e. Audio cables carrying signals between -20 dBm and +20 dBm
 - f. Audio cables carrying signals above +20 dBm
 - g. Radio frequency (RF) cables

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

- ix. 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.

- x. 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.
- xi. Unless otherwise called for in these specifications, the following cables, or their approved equals, shall be used in these systems:
 - a. Audio - Canare L4E5AT
 - b. Audio (70 Volt speakers) - Belden 8461
 - c. Audio (8 ohm speakers) - Belden 8473
 - d. RE (Broadband) - Belden 9291
 - e. Control - Belden 8489
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. Provide temporary protection of cables before termination. Cables shall not be left lying on the floor. Bundle and tie wrap to provide protection.

1.3.4 CONNECTOR ASSEMBLIES

- i. Provide engraved wall connector assembly plates for all audio and control connections. All visible connector assemblies shall be constructed of black colored anodized aluminum. Hidden (not easily seen) connector assemblies may be stainless steel or anodized aluminum.
- ii. RJ-45 Jacks shall be wired per the pair assignments indicated in ANSI/TIA/EIA 568-B-2001.
- iii. Coordinate the placement of all visual devices and connector assemblies with the COTR.

1.3.5 POWER DISTRIBUTION IN EQUIPMENT RACK

- i. General: Provide Surge Suppressors with Remote Turn-On. Provide UPS suitable to power rack, power distribution via rack mounted outlet strips. No loose strips for “extra” outlets.

1.3.6 PROPOSED SUBSTITUTIONS

- i. 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.

1.3.7 OWNER TRAINING

- i. Scheduling of all training sessions must be approved by the COTR.
- ii. All training shall take place after the COTR takes possession of the system, at a time convenient to the COTR.
- iii. Operational Training
 - a. 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 of the systems. Operational training for designated personnel shall be provided on-site in the room where the system has been installed.
 - b. 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 systems being 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.
- iv. Technical Training
 - a. 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 additional training session shall cover the more technical aspects of all equipment used in the system.. The goal is to provide sufficient training so that systems staff can perform advanced level troubleshooting.

1.3.8 EQUIPMENT PREFERENCES

- i. Control Processor: The preferred control system is Crestron.
- ii. Control Touchscreens: The preferred control touchscreen (if used) will be a Crestron TPS-3000.
- iii. DSP: The preferred system is Biamp
- iv. Assisted Listening Headphone System: The preferred system is Sennheiser.
- v. Wireless Microphone: The preferred system is a 4 channel Revo Labs (CFE). This system requires 4 inputs in the DSP.
- vi. 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.

1.3.9 WARRANTY OF PRODUCTS

- i. Contractor shall guarantee (warranty) the system in its entirety in writing against defects in material and workmanship for one (1)-year from date of written acceptance and to meet all performance requirements outlined herein. Warranties may not be pro-rated.
- ii. During this time, the systems shall be kept in proper operating order at no additional labor, material, or transportation cost to the Court.
- iii. 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.
- iv. Equivalent replacement equipment shall be temporarily provided when immediate on-site repairs cannot be made.

1.3.10 SPEAKER AREAS

- i. Ceiling mounted loudspeaker and wall-mounted volume controls to be added at three locations within chambers: **(3 speakers and back cans are CFE)** for these new locations) Refer to drawing in Attachment 3A.
 - a. Two (2) Law Clerk Locations
 - b. One (1) Courtroom Deputy LocationMaintain existing courtroom speaker locations (qty 4) - to be re-zoned in courtroom if needed for proper mix/minus.
- ii. Assisted Listening & FTR Recording
 - a. Four (4) channels of line level audio from the sound system for CFE FTR recordings at ECRO positions
 - b. Modulated, multi-channel, infrared system wireless broadcast of sound reinforcement and language translation **(Not CFE, to be included in quote)**
- iii. Audio Conferencing - Video Conferencing Audio
 - a. Full duplex communication from all courtrooms from all courtroom audio sources through an analog telephone circuit.
 - b. Far end audio signal played through sound reinforcement loudspeakers.
 - c. Provide (1) additional line level audio input and output to be used with CFE portable video codec.

1.3.11 CONTROL SYSTEMS

- i. Single control panel at the judge's bench and X-panel or similar laptop interface at courtroom deputy to control operation of the audio system including, but not limited to:
 - a. Volume control and mute check box for all audio sources on a separate volume control page
 - b. Power on/off

- c. Source Selection – teleconferencing, laptop audio, videoconferencing.
 - d. Individual and independent remote mute buttons to suppress outbound audio to chambers and USMS
- ii. The control system shall be programmed to be substantially similar in use and appearance to the systems currently installed in other courtrooms within the District. Confer with COTR to ensure the system meets the usage needs of the Court. Provide for (2) potential program changes if needed.

1.3.12 DELIVERY, STORAGE, AND HANDLING

- i. 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.
- ii. Prior to installation, protect exposed surfaces with material that is easily removed without marring finishes
- iii. The Court will not provide additional space to the contractor for the purpose of pre-assembly and testing. Any required pre-assembly and testing must be conducted at the Contractor's facility.

1.3.13 SCHEDULING

- i. It shall be the responsibility of the Contractor to 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.
- ii. The Contractor shall assemble, install, test, and train Court personnel in the use of the system in compliance with the schedule set forth in Section 3. Any changes to this schedule shall be submitted for approval and discussed with the Contracting Officer and the COTR.
- iii. 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.
- iv. The Contractor shall provide operating personnel with adequate training on the completed system, See Owner Training.

1.3.14 SECURITY REQUIREMENTS FOR ACCESS TO SITE

- i. Subsequent to 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. This information shall be provided to the Court at least six weeks prior to site access or at a date designated by the Court.
- ii. 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 for installation deadline compliance.

1.3.15 QUALITY ASSURANCES

- i. **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, (and most recent firmware) 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 Contracting Officer and the COTR.
- ii. All equipment must be self-supporting and provide all necessary support hardware.
- iii. **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.
- iv. **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.

1.4 EXISTING SYSTEM DESCRIPTION

1.4.1 Magistrate Courtroom Audio System (All wired and wireless microphones are CFE)

- i. Witness box
 - (1) XLR microphone input
- ii. Judge's bench
 - (1) XLR microphone input for Judge
 - (2) (1) line level laptop audio input
- iii. Courtroom Deputy desk
 - (1) XLR microphone input
 - (2) (1) line level laptop audio input
- iv. Attorney tables (2) locations, Defense, Prosecution
 - (1) (2) XLR microphone inputs at each table
 - (2) (1) line level laptop audio input at each table
 - (3) (1) analog phone line to defense table for remote interpreter
- v. Lectern
 - (1) XLR microphone input
- vi. (1) 4 channel wireless microphone input
- vii. Side bar microphone
 - (1) XLR microphone input for bench conference

DESCRIPTION OF DELIVERABLES

2.1 Pre-award ssubmittals shall include but not be limited to, the following:

- i. Restatement of “Scope of Work” incorporating these criteria by reference. Also include a completed Quote sheet from Page 3.
- ii. Complete the information required by Clause 3-5. This clause can be found in Attachment 3B.
- iii. Provide the applicable labor wage rate determination from Clause B-5. This clause can be found in attachment 3B.
- iv. A detailed schedule showing, for each piece of equipment, the offered make, model, quantity and proposed unit and total prices in spreadsheet format.
- v. Manufacturer’s specification sheets for each proposed equipment substitution
- vi. A detailed description, make, model, quantity, proposed unit, total prices and explanation of use for any equipment not included by the Court under this RFQ but necessary for complete operation of the Audio Enhancement System

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

- i. Complete system construction and point to point wiring schematic drawings, including all component values and showing complete description in English and number identification of all wire and cable as well as jacks, terminals and connectors.
- ii. Shop drawings of all panels, plates and designation strips, including details relating to terminology, engraving, finish and color.
- iii. Schematic drawings of all custom components, assemblies and circuitry.
- iv. Patch panel assignment layout drawings.
- v. 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.

2.3 At the completion of installation, provide the following information:

- i. **Operation Manuals:** Provide a bound Operation Manual to the Court. It shall contain printed operating instructions for all system functions. The reader of this manual shall be assumed to understand the procedures for using the courtroom AES, 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.
- ii. 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.
- iii. **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 each system. The reader of this manual shall be assumed to be technically competent, but unfamiliar with this particular facility.

- iv. 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 preventative maintenance notes, standard factory equipment operating instructions, a list of changes to settings and requirements for accessing or changing those settings.
- v. 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.
- vi. Provide simplified one (1) page instructions in a laminate protector.
- vii. Provide two (2) copies of all control software programming including control screens and all source code (compiled and un-compiled) on CD-ROM.
- viii. All information must be accurate as per written acceptance. Schematics and diagrams may be provided in digital format.

3 **SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES**

Contractor Submittal process - Complete by November 2, 2011

Submittal review - Complete by November 9, 2011

Contractor Procurement:

Begin November 15, 2011

Complete by December 14, 2011

Cabling installation:

Begin January 14, 2012

Complete by January 15, 2012

Equipment installation:

Begin January 16, 2012

Complete by January 20, 2012

Training Plan submittal - Complete by January 20, 2012

System installation deadline, **February 1, 2012**

Punch list resolution - February 3, 2012

Training - February 4, 2012

System Acceptance Review - February 29, 2012

4 **REVIEW PERIOD FOR DELIVERABLE(S)**

Quotes due - September 14, 2011

Quote Review & Revision - September 17, 2011 to September 21, 2011

Quote Award - On or before September 24, 2011

5 **ACCEPTANCE CRITERIA FOR DELIVERABLE(S)**

5.1 SYSTEM ACCEPTANCE

- i. Demonstrate to the COTR that the final system adjustments and tests meet the performance requirements of a suitable AES without feedback.
- ii. The Contractor shall provide all labor, materials, tools, and measurement equipment necessary for these demonstrations, tests, and adjustments.
- iii. 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.
- iv. The Contractor is responsible for all costs incurred to satisfy criteria requirements.
- v. The System Acceptance Tests will be supervised by the COTR and will consist of the following:
 - a. A physical inventory will be taken of all equipment on site.
 - b. The operation of all system equipment shall be demonstrated by the Contractor.
 - c. Both subjective and objective tests will be required to determine compliance with the specifications.
 - d. 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 Contracting Officer at this time. Electronic versions are acceptable.
 - e. 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.

6 **ENVIRONMENT:**

6.1 **LOCATION(S) FOR PERFORMANCE:**

James M. Ashley and Thomas W. L. Ashley U.S. Courthouse
1716 Spielbusch Avenue
Toledo, Ohio 43604
Magistrate Judge Knepp's courtroom # 312

6.2 **GOVERNMENT FURNISHED PROPERTY**

- 6.2.1 Table and other millwork/furniture are CFE.
- 6.2.2 Personal computers, keyboards, printers and peripherals are CFE.
- 6.2.3 Speakers are CFE
- 6.2.4 Power connections are CFE.
- 6.2.5 All wired and wireless microphones are CFE

6.3 **CONTRACTOR FURNISHED MATERIAL**

6.4 **MEETINGS**

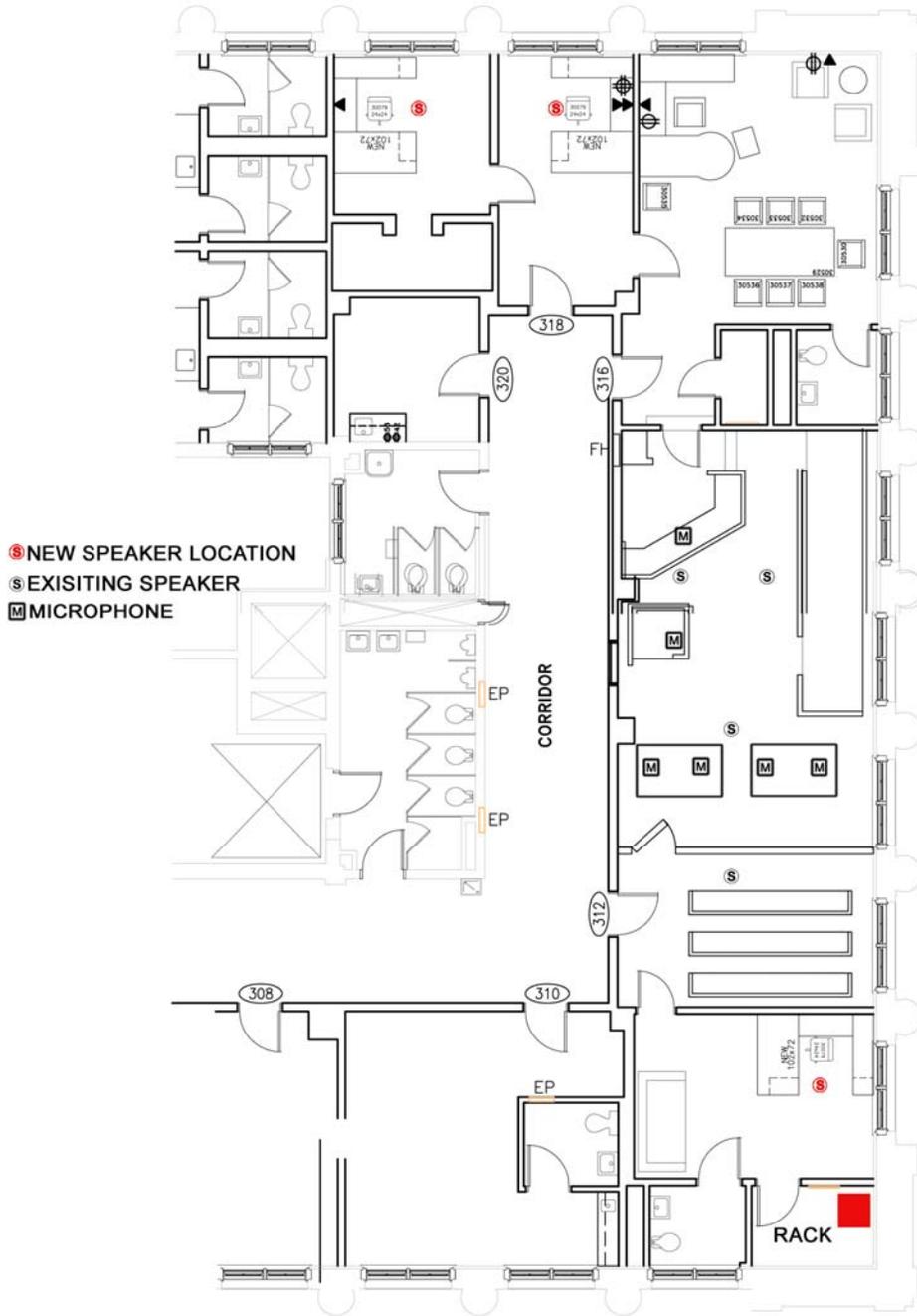
6.4.1 Prior to the start of the work, and at the COTR's direction, meet at the project site to review methods and sequence of installation, special details and conditions, standard of workmanship, testing and quality control requirements, job organization and other pertinent topics related to the work.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

6.5 **TRAVEL AND PER DIEM REQUIREMENTS**

No separate reimbursement for travel and per Diem

6.6 **SOURCES OF INFORMATION AND DATA**

Attachment 3A



3rd FLOOR ASHLEY U.S. COURT HOUSE
MAGISTRATE JUDGE KNEPP CHAMBERS
TOLEDO, OHIO

FLOOR PLAN



A-1

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses
Attachment 3B

B.2.1 Solicitation Provisions and Contract Clauses Prescribed in Appendix B.

(a) Provision B-1, Solicitation Provisions Incorporated by Reference is included in all solicitations.

Appx B, § B.2.1.(a).

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.uscourts.gov/procurement.aspx>.

Appx B, § B.2.1.(b)

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 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>

Incorporation of Department of Labor Wage Rate Determination

(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)

A link to the current Department of Labor wage determination is as follows:
<http://www.wdol.gov/wdol/scafiles/std/05-2425.txt>.

Clause 1-1, Employment by the Government (JAN 2003)

(a) The contractor covenants that throughout the term of this contract no contractor employee who performs services under this contract will be an officer or employee of the government of the United States.

(b) If the contractor be an individual, the contractor covenants that throughout the term of this contract the individual will not be or become an officer or employee of the government of the United States. If during the term of contract the contractor intends to become an officer or employee of the government, the contractor shall advise the contracting officer in writing of such intentions so appropriate measures may be taken.

(c) If the contractor be other than an individual, the contractor covenants that throughout the term of this contract no partner, principal, officer, stockholder, or other person having a financial interest in the contractor or the ability to control the contractor, directly or indirectly, will be or become an officer or employee of the government of the United States. The status of a stockholder as an officer or employee of the government of the United States will not constitute a violation of this subsection if the stock of the contractor is traded publicly over the counter or on a regional or national stock exchange.

(d) For purposes of subsection (c), a business or partnership interest or stock owned by a spouse, child, or parent of an officer or employee of the government of the United States shall be deemed to be owned by such officer or employee.

(e) The violation of any subsection of this section will constitute a material breach for which the judiciary may seek any and all remedies under the contract, including termination.

Clause 1-5, Conflict of Interest

Conflict of Interest (AUG 2004)

(a) The contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.

(b) Work under this contract may create a future conflict of interest that could prohibit the contractor from competing for, or being awarded future judiciary contracts. The following examples illustrate situations in which questions concerning potential conflicts of interest may arise:

(1) Unequal Access to Information

Access to internal judiciary business information as part of the performance of a contract that could provide the contractor a competitive advantage in a later competition for another judiciary contract. Such an advantage could easily be

perceived as unfair by a competing vendor who is not given similar access to the relevant information.

(2) Competitive Advantage

The contractor, under a prior or existing contract, participates in defining or preparing the requirements or documents that are involved in a subsequent procurement where the contractor may be a competitor. This includes, but is not limited to, defining the requirements, preparing an alternatives analysis, drafting the statement of work or specifications, or developing the evaluation criteria.

(3) Impaired Objectivity

The contractor is required to assess or evaluate products or services produced or performed by the contractor or one of its business divisions, subsidiaries, or affiliates, or any entity with which it has a significant financial relationship. The contractor's ability to render impartial advice could be undermined by the contractor's financial or other business relationship with the entity being evaluated.

The contractor agrees to immediately notify the contracting officer, in writing, if an actual or potential conflict of interest arises, including any of the above and if a non-judiciary client requests or receives any professional advice, representation, or assistance regarding the judiciary.

The judiciary reserves the right to preclude a contractor from participating in a procurement, refuse to permit the contractor to undertake any conflicting agreements with non-judiciary clients, or terminate this contract without cost to the judiciary in the event the contracting officer determines a conflict of interest exists and cannot be avoided or mitigated.

Clause 1-15, Disclosure of Contractor Information to the Public

Disclosure of Contractor Information to the Public (AUG 2004)

(a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.

(b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

Include the following clause as prescribed in § 310.50.30(d), § 325.30.20(b), and § 325.45.10(c).

Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2011)

- (a) The following provisions are incorporated by reference into the request for quotations (RFQ):
- (1) Provision 3-70, Determination of Responsibility (JAN 2003)
 - (2) Provision 3-210, Protests (SEP 2010)
 - (3) Provision 7-60, Judiciary Furnished Property or Services (JAN 2003)
- (b) The contractor shall comply with the following clauses incorporated by reference:
- (1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
 - (2) Clause 2-60, Stop Work Order (JAN 2010)
 - (3) Clause 3-205, Protest After Award (JAN 2003)
 - (4) Clause 7-20, Security Requirements (JAN 2010)
 - (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)
 - (6) Clause 7-35, Disclosure or Use of Information (APR 2010)
 - (7) Clause 7-85, Examination of Records (JAN 2003)
 - (8) Clause 7-125, Invoices (JAN 2010)
 - (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
 - (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
 - (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
 - (12) Clause 7-150, Extras (JAN 2003)

(13) Clause 7-185, Changes (JAN 2003)

(14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)

(15) Clause 7-210, Payment for Emergency Closures (AUG 2004)

(16) Clause 7-235, Disputes (JAN 2003)

(c) The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:

(1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)

(2) Clause 6-60, Rights in Data – General (SEP 2010) (Applies if data will be produced, furnished, or acquired under the purchase order.)

(3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)

(4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (OCT 2006) (Applies if advance payment will be authorized.)

(5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)

(6) The following apply to products only:

a) Clause 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)

b) Clause 2-45, Packaging and Marking (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)

c) Clause 3-155, Walsh-Healey Public Contracts Act (APR 2011) (Applies to purchase orders over \$15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U. S. Virgin Islands.)

(7) The following apply to services only:

a) Clause 1-1, Employment by the Government (JAN 2003)

b) Clause 1-5, Conflict of Interest (AUG 2004)

c) Clause 3-160, Service Contract Act of 1965 (APR 2011) (Applies to any purchase order over \$2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-

215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, **or** Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements apply. See (c)(7)g) and (c)(7)h) below.)

d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)

e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (JAN 2003) (Applies when services are performed at a judiciary facility.)

f) Clause 7-205, Payment for Judiciary Holidays (JAN 2003) (Applies to time-and-materials or labor-hour contracts.)

g) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (APR 2011) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)

h) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (APR 2011) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)

(d) Inspection/Acceptance

The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise its post-acceptance rights:

(1) within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable Delays

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.

(f) Termination for the Judiciary's Convenience

The judiciary reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for Cause

The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty

The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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
 - Hispanic American
 - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in Clause 3-3. CO Note: Before including additional provisions or clauses refer to the Guide to Judiciary Policy, Vol 14: Procurement, Chapter 1, [Appx 1C](#) to determine if the provision or clause can be included by reference or must be included in full text. If additional provisions are included by reference, then Provision B-1 also must be included.)

PROVISION 3-130 PROVISIONS AND CLAUSES

The following clauses and provisions are included in all solicitations exceeding the judiciary's small purchase threshold unless the prescription indicates otherwise.

- a) Provision 3-5, Taxpayer Identification and Other Offeror Information;
- b) Provision 3-15, Place of Performance;
- c) Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. The offeror will appropriately fill in the provision's blank spaces.
- d) Clause 3-25, Protecting the Judiciary's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment;
- e) Provision 3-30, Certificate of Independent Price Determination is included in all solicitations for firm-fixed price contracts or fixed-price with economic price adjustment,

which are expected to exceed the judiciary's small purchase threshold (see: § 325.10).
The offeror will appropriately fill in the provision's blank spaces.

- f) Clause 3-35, Covenant Against Contingent Fees;
- g) Clause 3-40, Restrictions on Subcontractor Sales to the Government;
- h) Clause 3-45, Anti-Kickback Procedures;
- i) Clause 3-50, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity;
- j) Clause 3-55, Price or Fee Adjustment for Illegal or Improper Activity;
- k) Provision 3-70, Determination of Responsibility;
- l) Clause 7-20, Security Requirements, is included whenever unescorted access to judiciary buildings or access to the judiciary IT network is required. (For additional information regarding the types of background checks, procedures for obtaining background checks and appropriate forms to use, see: Guide, Vol 12, § 570.);
- m) Provision 3-85, Explanation to Prospective Offerors;
- n) Provision 3-95, Preparation of Offers;
- o) Provision 3-100, Instructions to Offerors is included in all solicitations.
 - a. Alternate I is included if the judiciary intends to make award after discussions with offerors within the competitive range; or
 - b. Alternate II is included if the judiciary would be willing to accept alternate offers;
 - c. Alternate III is included if the judiciary would be willing to consider offers which do not include all items solicited and make multiple awards.
- p) Clause 3-105, Audit and Records;
- q) Provision 3-115, Facsimile Offers is included in solicitations if facsimile offers are authorized;
Clause 3-120, Order of Precedence;
- r) Provision 3-130, Authorized Negotiators. The offeror will appropriately fill in the provision's blank spaces.
- s) Provision 3-135, Single or Multiple Awards is included in solicitations for indefinite-quantity contracts that may result in multiple contract awards;
- t) Clause 3-140, Notice to the Judiciary of Labor Disputes is included in solicitations and contracts that involve programs or requirements for which it is necessary that contractors be required to notify the judiciary of actual or potential labor disputes that are delaying or threaten to delay timely performance;
- u) Clause 3-145, Payment for Overtime Premiums is included in solicitations and contracts when a cost-reimbursement contract is contemplated. The CO will appropriately fill in the clause's blank spaces.
- v) Clause 3-150, Contract Work Hours and Safety Standards Act – Overtime Compensation is included when the resulting contract may involve the employment of laborers or mechanics (see: Glossary);
- w) Clause 3-155, Walsh-Healy Public Contracts Act is included in solicitations and contracts if the procurement is for the manufacturing or furnishing of products and expected to be in excess of \$15,000;

For applicable Services Contract Act provisions and clauses (see: § 325.25.80);

- a) Provision 3-185, Evaluation of Compensation for Professional Employees is included in solicitations for service contracts when the contract amount is expected to exceed \$500,000 and the service to be provided will require meaningful numbers of professional employees;
- b) Clause 3-205, Protest After Award is included in all solicitations and contracts;
- c) Provision 3-210, Protests is included in all solicitations exceeding the judiciary's small purchase threshold (see: § 325.10). The CO will appropriately fill in the provision's blank spaces;
- d) Clause 5-30, Authorization and Consent is included in all solicitations and contracts. Use the clause with Alternate I if the solicitation or contract is for communication services with a common carrier and the services are unregulated and not priced by a tariff schedule set by a regulatory body.

Court organizations that are capable of making payment by electronic funds transfer (EFT) will incorporate the following clauses as indicated:

- a) Clause 3-300, Central Contractor Registration is included in solicitations and contracts except when:
 - a. the contract is awarded under circumstances of urgent and compelling need;
 - b. the contractor is a foreign vendor; or,
 - c. awards under \$5,000 that do not use EFT for payment.
- b) Clause 3-305, Payment by Electronic Funds Transfer – Central Contractor Registration is included in solicitations and contracts that include Clause 3-300.
- c) Clause 3-310, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration is included in contracts when a critical sole source provider of goods or services refuses to register in CCR, but has provided Electronic Funds Transfer information for payment directly to the judiciary.
- d) Provision 3-315, Submission of Electronic Funds Transfer Information with Offer is included in solicitations when urgent and compelling circumstances require award to be made without regard to whether or not the awardee is registered in CCR. The resulting contract must include either Clause 3-305, Payment by Electronic Funds Transfer – Central Contractor Registration, if the awardee is registered in CCR, or Clause 3-310, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration, if the awardee is not registered in CCR.

Clause 5-1, Payments under Personal and Professional Services Contracts

Payments under Personal and Professional Services Contracts (AUG 2004)

- (a) The judiciary will pay the contractor:
 - (1) for the services performed by the contractor;
 - (2) as set forth in the schedule of this contract;

(3) at the rates prescribed;

(4) upon the submission by the contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract.

(b) The judiciary will also pay the contractor:

(1) a per diem rate in lieu of subsistence for each day the contractor is in a travel status away from home or regular place of employment in accordance with Judiciary Travel Regulations as authorized in appropriate Travel Orders; and

(2) any other transportation expenses if provided for in the schedule.

Clause 5-5, Non-disclosure (Professional Services)

Non-disclosure (Professional Services) (JAN 2003)

The contractor acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the contractor's code of ethics, the contractor specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The contractor further agrees to assert any privilege allowed by law and to defend vigorously judiciary rights to confidentiality.

Clause 5-10, Inspection of Professional Services

Inspection of Professional Services (SEP 2010)

(a) The contracting officer may, at any time or place, inspect the services performed and the products delivered, including documents and reports. The contracting officer may reject any products or services that do not meet the highest standards of professionalism, no matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement. No payment will be due for any products or services rejected under this clause.

(b) Acceptance of any product or service does not relieve the contractor of the duties imposed by contractor's code of professional ethics. The contractor remains liable for the period allowed under federal law for claims by the United States, for any errors or omissions occurring during performance. All partners or principals agree that they will be jointly and severably liable for such errors and omissions.

Clause 5-20, Records Ownership

Records Ownership (JAN 2003)

Notwithstanding any state law providing for retention of rights in the records, the contractor agrees that the judiciary may, at its option, demand and take without additional compensation all

records relating to the services provided under this agreement. The contractor shall turn over all such records upon request but may retain copies of documents produced by the contractor.

Provision 5-25, Identification of Uncompensated Overtime
Identification of Uncompensated Overtime (JAN 2003)

(a) Definitions. As used in this provision:

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by $45 = \$17.78$).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its offer the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime shall be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Offers that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its offer.

Clause 6-70, Work for Hire

Work for Hire (JAN 2003)

The contractor agrees that the work performed under this contract is a work made for hire. The contractor further understands that as such, the work provided under the contract, including all materials, data, and other information developed, delivered, furnished, or otherwise called for under the contract, are works of the United States and are therefore in the public domain. If, for some reason, it is later determined that this is not a work made for hire, the contractor agrees to assign all rights, title, and interest in this program/project/material (whichever is applicable) to the federal judiciary.

Provision 7-60, Judiciary-Furnished Property or Services

Judiciary-Furnished Property or Services (JAN 2003)

No property or services will be furnished by the judiciary unless specifically provided for in the solicitation.