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| SECTION A | SOLICITATION / OFFER / ACCEPTANCE |
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| | | |
|---------------------|----------------|--------------|
| 1. Solicitation No. | 2. Date Issued | 3. Award No. |
|---------------------|----------------|--------------|

| | |
|---------------|---|
| 4. Issued By: | 5. Address Offer To (if other than Item 4): |
|---------------|---|

SOLICITATION

6. Offers in original and _____ copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

until _____ local time _____ .
(hour) (date)

| | |
|--------------------------|--------------|
| 7. For Information call: | |
| a. Name | b. Telephone |

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OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|------------------|------------------|------------------|---------------|
| 9. DISCOUNT FOR PROMPT PAYMENT | 10 CALENDAR DAYS | 20 CALENDAR DAYS | 30 CALENDAR DAYS | CALENDAR DAYS |
| | % | % | % | % |
| 10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i> | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |
| | | | | |

| | |
|--|---|
| 11. NAME AND ADDRESS OF OFFEROR 12. Telephone No. (Include area code) | 14. <input type="checkbox"/> AWARD Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. |
| 13A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | 15A. NAME OF CONTRACTING OFFICER |
| 13B. Signature | 15B. UNITED STATES OF AMERICA 15C. DATE SIGNED |
| 13C. Offer Date | BY _____ <i>(Signature Of Contracting Officer)</i> |

PART I - THE SCHEDULE

SECTION A - SOLICITATION / CONTRACT FORM

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

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

The attached Request for Quotation (RFQ) contains a pricing schedule and the technical specifications for the Court. Responses to this RFQ must include both a technical response and a price quote as described on pages 2 through 50. Award will be made to the contractor whose technically acceptable quote offers the lowest price.

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

SECTION B – PRODUCTS OR SERVICES AND PRICES / COSTS

B.1 PRICING OVERVIEW

The United States District Court for the Northern District of Ohio is requesting a quote to provide the purchase and installation of quantity (12) HD video cameras at (3) locations within the District.

Courtrooms Cleveland: 19A/B, 18A/B,17A, 16A, 15A/B, 9A; Akron: 575, 530; Youngstown: 351

B.2 PRICING FORM

| Item No. | Short Description | List of Tasks | Base Bid Price | |
|----------|-------------------|---|----------------|--|
| 1 | Equipment Price | Total cost of equipment included in quote | | |
| <u>2</u> | Programming Price | Total cost of programming included in quote | | |
| 3 | Technician Price | Total cost of technician included in quote | | |
| | | TOTAL | | |

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.

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

SECTION C – SPECIFICATIONS / STATEMENT OF WORK

C.1 BACKGROUND

Remove the current camera systems and install, configure, program, and test new Pan/Tilt/Zoom (PTZ) HD cameras at the rear of each courtroom. These will be integrated with existing video evidence presentation systems for out of room streaming functions in (3) locations within the District located at:

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

John F. Seiberling Courthouse
2 S. Main Street, Akron Ohio 44308

Thomas D. Lambrose Courthouse
125 Market Street
Youngstown, Ohio 44503

Base Bid: Courtrooms Cleveland: 19A/B, 18A/B,17A, 16A, 15A/B, 9A / Akron: 575, 530 /
Youngstown: 351

C.2 Scope

C.2.1 General

- (a) The Contractor shall furnish all equipment and materials, whether specifically mentioned herein or not. Installation shall include the delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly detailed herein which is necessary to result in a complete operational system. The installation of all work must be in accordance with commonly accepted industry standards and practice. While not anticipated, it may be necessary to cooperate with other trades in order to achieve well-coordinated progress and satisfactory final results. The Contractor must watch for conflicts with work of other contractors on the job and execute moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.
- (b) Wire all systems in accordance with Standard Broadcast Practices and the National Electrical Code, NFPA, SMPTE, NAB, UL, ETA, FCC, NTSC, Design and Installation (SAMS) and any other authority having jurisdiction. Where a conflict occurs, follow the most stringent requirements
- (c) If, in the opinion of the Contractor, an installation practice is desired or required, which is contrary to these specifications, a written request for modification shall be made to the Contracting Officer's Technical Representative (COTR). Any changed work shall not commence without written approval from the Contracting Officer (CO).
- (d) Provide necessary screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware necessary to facilitate the installation of the system.
- (e) Furnish special installation equipment or tools necessary to properly replace existing analog video camera, including but not limited to, interface(s), tools for terminating, lifting, testing etc. with new HD video camera.

- (f) All installation practices shall be in accordance with, but not limited to, these specifications for a complete and operating system consistent with the design intent.
- (g) Court Furnished Equipment (CFE) and materials are specifically exempt from this requirement. The contractor shall test all CFE equipment to ensure proper operation prior to commencement of installation. Installation initiation indicates the contractor accepts all CFE equipment as satisfactory. Any technical issues should be addressed with the COTR prior to start. Unused, existing equipment shall be disconnected and set aside for COTR.
- (h) 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.
- (i) The Contractor shall adjust the system and shall provide all test equipment for system acceptance testing.
- (j) The installation shall include everything necessary or incidental to complete the installation including but not limited to hardware, software, receptacle plates, wire, electrical boxes, etc.
- (k) The Contractor shall be responsible for the restoration of finish hardware to the original condition including painting, wall, millwork and ceiling modifications and attachments. The Contractor will work with the Court for any needed restoration by the Government Services Administration (GSA). The Court is a tenant of the GSA.
- (l) All installation practices shall be in accordance with, but not limited to, these specifications.

C.3 Functionality

The Contractor installation shall provide functionality as listed below:

The new Pan/Tilt/Zoom (PTZ) HD cameras shall replace current analog PTZ video cameras used for out of room streaming. The new camera(s) shall employ a lens with 20x optical zoom capable of providing a field of view to encompass the upper and lower bench and well, while excluding the jury box. A single camera will be physically located at the rear of the courtroom and face the well and bench locations. IR based control shall provide for all typical PTZ functions. Proposed camera must have Wide Dynamic Range to accommodate varying illumination in the courtroom, as well as synchronous 3G-SDI and HDMI video connectivity. Proposed camera must also be 1080p @ 60fps capable, provide connectivity for 12VDC remote or local power, provide RS-232/RS-422 I/O, and IR control.

C.4 PHYSICAL INSTALLATION

- (a) A maximum quantity of three (3) existing cameras will be removed from each courtroom (if so equipped) and quantity one (1) new camera will be installed at the back of each courtroom facing the benches. Some installations have rack mounted power supplies, others are powered at the camera location via A/C outlet. It is permitted to reuse low voltage supply cable if available. The cameras are feed to a rack mounted Crestron Capture HD streaming appliance.
- (b) All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.
- (c) Fastenings and supports shall be adequate to support their loads with a safety factor of at least three.
- (d) All boxes, equipment, etc., shall be secured plumb and square.

- (e) Install equipment with all necessary precautions to prevent and guard against electromagnetic and electrostatic hum, to assure adequate ventilation, and to provide for safety and ease of use to the end user.
- (f) Cable management shall be employed to remove cable from floor in rack area and suspended on wall.

C.4.1 AUDIO AREAS

No audio component is required within the scope of this project.

C.4.2 CONTROL SYSTEMS

- (a) Contractor to modify existing Crestron control programming and XPANEL control programming of existing system as needed. Control of PTZ functions from within the courtroom are required.

C.4.3 CABLE INSTALLATION

- (a) Existing native cable is CFE and may be re-used. All CFE and new cables shall be re-terminated with native connectors and, 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. Wire label nomenclature will match in DSP .dap and .cdi files.
- (b) Provide cable pass through holes if required. Provide grommets in all pass through holes. Coordinate placement of holes with the COTR. Indicate placement on Shop Drawings. Review all locations with the COTR before drilling. Refer to Attachment 2.
- (c) Contractor shall ensure that all visual and control cables are neatly dressed with split loom tubing or equivalent for pleasing appearance and safety.
- (d) All inter-rack cabling shall be neatly strapped, dressed, and adequately supported. Service loops to be included in rack secured by hook and loop fasteners. Allow for a service loop from the wall to the rack in the A/V room to allow rack to be moved.
- (e) Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules.
- (f) Provide quick disconnect, native connectors on a jack field panel at the rear of the rack with English descriptions indicating purpose of connection to allow complete disconnection of rack. The connectors shall be of industry standard type, appropriate to the signal and voltages required by the equipment.
- (g) All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:
 - (1) Power cables
 - (2) Analog control cables
 - (3) Digital control cables
 - (4) Audio cables carrying signals less than -20 dBm
 - (5) Audio cables carrying signals between -20 dBm and +20 dBm
 - (6) Audio cables carrying signals above +20 dBm
 - (7) Radio frequency (RF) cables

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

- (h) 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.
- (i) 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.
- (j) 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.

- (k) Provide temporary protection of cables before termination. Cables shall not be left lying on the floor. Bundle and tie wrap to provide protection.
- (l) If not native to signal being carried, system cable to be removed and new native connection cabling to be installed as part of project. Discarded cabling to be recycled by contractor. Defer to COTR if in doubt on cable function prior to removal.

C.4.4 CONNECTOR ASSEMBLIES

C.5 EQUIPMENT PREFERENCES

- (a) Control Processor: Crestron
- (b) Video Streaming Appliance: Crestron Capture HD (typical)
- (c) Control Touchscreens: IP based laptop control via X-Panel software, and/or Arduino Pi.
- (d) Control System: IR base control. Contractor shall test 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.

C.5.1 QUALITY ASSURANCES

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

C.5.2 PROPOSED SUBSTITUTIONS

Where specific equipment is described it is not the intention to discriminate against the products of other manufacturers, but rather to establish a standard of quality. The use of trade names on the drawings or finish schedule is to establish the file pattern to be used. It is not intended to exclude other manufacturers whose patterns, in the judgment of the Contracting Officer, are equivalent to those named. All proposed substitutions shall be submitted as alternates with complete data.

C.6 GOVERNMENT FURNISHED PROPERTY

- (a) Existing audio and video hardware is CFE
- (b) Existing control code programming is CFE

At the scheduled Kick-Off meeting, 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 Contractor.

C.7 TRAINING

Aside from a practical demonstration of the use of the new cameras, no additional training is specified in the scope of the proposal.

SECTION D – PACKAGING AND MARKING

D.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

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

D.2 PAYMENT OF POSTAGE AND FEES

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

D.3 DELIVERY, STORAGE, AND HANDLING

- (a) Control handling and installation of hardware and equipment items that are not immediately replaceable, so that completion of the work will not be delayed by hardware or equipment losses, both before and after installation. Prior to installation, protect exposed surfaces with material that is easily removed without marring finishes.
- (b) The Court will not provide additional space to the contractor for the purpose of pre-assembly and testing. Any required pre-assembly and testing (including rack) must be conducted at the Contractor's facility.

D.4 SECURITY REQUIREMENTS FOR AND ACCESS TO SITE

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

SECTION E – INSPECTION AND ACCEPTANCE

E.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

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

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

E.2 SYSTEM ACCEPTANCE TEST PLAN

- (a) Demonstrate to the COTR that the final field of view is suitable and the ability to control PTZ functions. At least one preset will be required.
- (b) The Contractor shall provide all labor, materials, tools, and measurement equipment necessary for these demonstrations, tests, and adjustments.
- (c) The Contractor’s representatives performing these tests must be thoroughly familiar with all details of the system. The test team must include the field supervisor and the COTR during the course of the installation work.
- (d) The Contractor is responsible for all costs incurred to satisfy criteria requirements.
- (e) The System Acceptance Tests will be supervised by the COTR and will consist of the following:
 - (1) A physical inventory including quantity, make, model and serial number and firmware revision level (update to most recent version available at time of installation) of all equipment on site in Excel format.
 - (2) Ability to PTZ camera.

SECTION F – DELIVERIES AND PERFORMANCE**F.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)**

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

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

F.2 DELIVERY SCHEDULE AND LOCATION

- (a) Delivery and Installation shall be subject to the Court's docket and courtrooms may be worked on simultaneously or sequentially.
- (b) A post-award teleconference will be held September 27, 2021.
- (c) Installation will be completed no later than January 7, 2022.
- (d) Project closeout shall be finalized no later than January 21, 2022.

F.3 DELAY OF DELIVERY SCHEDULE BY COURT

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

F.4 SCHEDULING OF TESTING, INSTALLATION, AND TRAINING

- (a) The Contractor shall coordinate the installation of the 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 F.7. Any changes to this schedule shall be submitted for approval and discussed with the CO and the COTR.
- (c) The Contractor shall assemble and test all equipment to verify proper operation before shipping to the courthouse. Testing and shipping shall be coordinated with the COTR.

- (d) The Contractor shall provide operating personnel with adequate training on the completed system, See Training.

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

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

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

F.6 DELIVERABLES

At the completion of installation, provide the following information for system acceptance:

- (a) Provide all control software programming including control screens and all source code (compiled and un-compiled). The District Court will retain all rights to the compiled and un-compiled source code. DSP .dap and .cdi file wiring nomenclature to match cable labels as to function. No unmarked I/O blocks.
- (b) All information must be accurate as per written acceptance.
- (c) An excel spreadsheet containing make, model, serial number, quantity, and firmware revision of all equipment installed.
- (d) Warranty systems in writing against defects in material and workmanship for one (1) year after acceptance at no cost to the Court including parts, labor or transportation. During the warranty period, the Contractor shall respond with remedy to a trouble call within twenty-four (24) hours after receipt of such a call and shall provide a 24-hour service phone number.

F.7 SCHEDULE – TIMELINE, INSTALLATION AND PAYMENTS

This schedule is dependent on chambers availability

| PROJECT MILESTONE | DATE | PAYMENT SCHEDULE |
|---|-------------------------------------|-------------------------|
| Bid package release | August 11, 2021 | |
| Contractor Site visit | August 23, 2021 | |
| Contractor bids due to Court | September 13, 2021 | |
| Bid Review by Court | September 13 – September 15, 2021 | |
| Contract Award | September 15, 2021 | |
| Post Award Teleconference- Submit background info. | September 27, 2021 | |
| Installation Submittal Plan Review | October 11, 2021 | |
| Revised Installation Submittals | October 25, 2021 | |
| Acceptance of Final Design Plan | November 3, 2021 | 20% |
| Kick off Meeting | November 10, 2021 | |
| Installation Period | November 10, 2021 – January 7, 2022 | |
| System Acceptance | January 7, 2022 | 70% |
| Acceptance of Closeout Deliverables due to Court | January 21, 2022 | 10% |
| On site Parts and Labor Warranty at no additional cost to Court | 1 year from install | |

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CLAUSES B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

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

G.2 CONTRACTING OFFICER

The Contracting Officer for this Contract is:

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

G.3 BILLING AND PAYMENT TERMS

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

Invoices shall be addressed and submitted to:

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

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

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

David Zendlo
U.S. District Court – Northern District of Ohio
John F. Seiberling US Courthouse
2 South Main Street
Akron, Ohio 44308
E-mail: david_zendlo@ohnd.uscourts.gov
Phone: 330.252.6023

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

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

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

The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

SECTION H – SPECIAL CONTRACT REQUIREMENTS
H.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

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

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

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

- (a) Individuals identified below as Key Personnel (Project Manager) and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the Contractor to replace any of the individuals designated as key personnel, the Contractor shall request such substitutions in accordance with this clause. Substitution of Key Personnel will be considered under the following circumstances only:
- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of Key Personnel shall be approved in writing by the CO, and no substitutions of such personnel shall be made without the advance written approval of the CO.
 - (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of Key Personnel shall be submitted in writing to the CO, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as Key Personnel become unavailable because of sudden illness, death or termination of employment. The Contractor shall within (5) work days after the event, notify the CO in writing of such unavailability. If the event happens after award, the CO will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the Key Personnel position. The CO will promptly inform the Contractor of this determination. If the CO specifies that a temporary substitute is required, the Contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the CO and the Contractor. Within (15) work days following the event, if the CO specifies that a permanent substitute is required, the Contractor shall submit, in writing, for the CO's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
 - (5) Request for substitution of Key Personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other

- information requested by the Contracting Officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
- (a) name of person;
 - (b) functional responsibility;
 - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - (d) citizenship status;
 - (e) experience including, in reverse chronological order for up to (10) years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
 - (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The CO will promptly notify the Contractor in writing of his/her approval or disapproval of all requests for substitution of Key Personnel. All disapprovals will require re-submission of another proposed substitution within (15) days by the Contractor.

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

H.3 PRICE MANAGEMENT

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

H.4 CONTRACTOR PERSONNEL QUALIFICATIONS AND REQUIREMENTS

- (a) Installation personnel must have received training and have a minimum of (3) years of installation experience for the facilities, services and items proposed.
- (b) Contractor personnel assigned to this contract must be able to communicate effectively in English (verbally and in writing) with Court staff and representatives.
- (c) All Contractor personnel are required to present valid state-issued picture identification upon arrival to the Court's premises to begin project work.

(d) Contractor personnel shall be properly attired when on-site at a Court location and all dealings with Court staff and representatives shall be businesslike and courteous.

(e) For the purpose of the overall contract, the Contractor's Project Manager is designated as Key Personnel under this contract and shall be the Contractor's authorized point of contact with the Court's CO and COTR.

(f) The Contractor's Project Manager shall be a prime Contractor employee who has in depth experience in the type of services and goods required by the contract resulting from this solicitation.

(g) The Contractor's Project Manager shall be responsible for providing project management oversight during all hours of task order activity for all Contractor personnel. The Contractor's Project Manager also shall be responsible for formulating and enforcing work standards, signing schedules, and reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

(h) The Court reserves the right to require the change/removal of any Contractor personnel from the contract, without penalty to the judiciary; furthermore, this right of removal may be exercised at any time during the term of the contract.

H.5 NOTIFICATION OF DEBARMENT / SUSPENSION STATUS

(a) During the contract period, the Contractor shall provide immediate written notice to the Contracting Officer in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice or proposed debarment from another Government Agency, during the performance of this contract.

(b) During the contract period, the Contractor shall provide immediate written notice to the Contracting Officer if the Contractor learns that its certification in response to JPV14, Provision 3-20 (Section K 3) was erroneous when submitted or has become erroneous by reason of changed circumstances.

H.6 TAXES

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

H.7 MEETINGS / CONFERENCES

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

H.8 GENERAL WORKING HOURS AND GOVERNMENT HOLIDAYS

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

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

H.9 SECTION 508 COMPLIANCE

- (a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires that when federal departments or agencies “develop, procure, maintain, or use” EIT, they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other federal employees. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a federal department or agency, have access to and use of information and data that is comparable to that provided to the public without disabilities. Comparable access is not required if it would impose an undue burden.
- (b) For further information, refer to:
<http://www.section508.gov/index.cfm?FuseAction=content&ID=12#Telecommunications>
- (c) Solicitation evaluation will be based in part on the proposal responsiveness to the identified Section 508 requirements and considerations for accessibility. The Offeror shall provide proof of conformance with these requirements. The Voluntary Product Accessibility Template (VPAT) may be used for this purpose. The VPAT can be downloaded from the following website:
<http://www.itic.org/resources/voluntaryproduct-accessibility-template-vpat/>
- (d) Services delivered as a result of this solicitation will be accepted based in part on satisfaction of Section 508 requirements for accessibility.

H.10 OSHA COMPLIANCE

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

H.11 PERMITS

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws,

codes, and regulations, and any applicable freight work permits, authorizations, etc. and/or visas in connection with the performance of the contract.

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES

I.1 CLAUSE B-5, CLAUSES INCORPORATED BY REFERENCE (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

| CLAUSE NUMBER | TITLE | DATE |
|----------------------|--|-------------|
| 1-5 | Conflict of Interest | AUG 2004 |
| 1-10 | Gratuities or Gifts | JAN 2010 |
| 1-15 | Disclosure of Contractor Information to the Public | AUG 2004 |
| 2-20A | Incorporation of Warranty | JAN 2003 |
| 2-20B | Contractor Warranty (Products) | JAN 2010 |
| 2-95 | Material Requirements | JAN 2003 |
| 3-25 | Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment | JAN 2003 |
| 3-35 | Covenant Against Contingent Fees | |
| 3-40 | Restrictions on Subcontractor Sales to the Government | JAN 2003 |
| 3-45 | Anti-Kickback Procedures | JUN 2012 |
| 3-50 | Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity | JUN 2012 |
| 3-55 | Price or Fee Adjustment for Illegal or Improper Activity | JUN 2012 |
| 3-105 | Audit and Records – Negotiations | APR 2011 |
| 3-120 | Order of Precedence | JAN 2003 |
| 3-140 | Notice to the Judiciary of Labor Disputes | JAN 2003 |
| 3-205 | Protest after Award | JAN 2003 |
| 7-15 | Observance of Regulations/Standards of Conduct | JAN 2003 |
| 7-20 | Security Requirements | APR 2013 |
| 7-25 | Indemnification | AUG 2004 |
| 7-30 | Public Use of the Name of the Federal Judiciary | JAN 2003 |
| 7-35 | Disclosure or Use of Information | APR 2013 |
| 7-65 | Protection of Judiciary Buildings, Equipment, and Vegetation | APR 2013 |
| 7-85 | Examination of Records | JAN 2003 |
| 7-100A | Limitation of Liability (Products) | JAN 2003 |
| 7-100B | Limitation of Liability (Services) | JAN 2003 |
| 7-110 | Bankruptcy | JAN 2003 |
| 7-130 | Interest (Prompt Payment) | JAN 2003 |
| 7-135 | Payments | APR 2013 |
| 7-140 | Discounts for Prompt Payment | JAN 2003 |
| 7-150 | Extras | JAN 2003 |
| 7-185 | Changes | APR 2013 |
| 7-210 | Payment for Emergency Closures | APR 2013 |
| 7-215 | Notification of Ownership Changes | JAN 2003 |

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

I.2 JPV14 CLAUSE 2-20C, WARRANTY OF SERVICES (JAN 2003)

- (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the judiciary by which the judiciary assumes for itself, or as an agent of another, approves specific services, as partial or complete performance of the contract.
- (b) Notwithstanding inspection and acceptance by the judiciary or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor within 30 days from the date of acceptance by the judiciary. This notice will state either
- (1) that the contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) that the judiciary does not require correction or re-performance.
- (c) If the contractor is required to correct or re-perform, it shall be at no cost to the judiciary, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the judiciary thereby, or make an equitable adjustment in the contract price.
- (d) If the judiciary does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

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

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

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

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

(2) Automobile Liability Insurance

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

(3) General Liability Insurance

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

(4) Self-Insurance

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

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

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

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

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

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

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

PART III - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 JUDICIARY POLICY VOLUME 14 (JPV14) PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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

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

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

K.2 JPV14 PROVISION 3-5, TAXPAYER IDENTIFICATION AND OTHER OFFEROR INFORMATION (APR 2011)

(a) Definitions.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN): _____

TIN has been applied for.

TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per [26 CFR 1.6049-4](#);

other

(f) Contractor representations.

The offeror represents as part of its offer that it is , is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

Women Owned Business

Minority Owned Business (if selected then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax

deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

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

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

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

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

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

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

(a) The offeror certifies that:

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

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

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

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

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

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

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ (*insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization*);

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

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

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

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

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

Name: _____

Titles: _____

Telephone: _____

Fax: _____

E-mail: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**L.1 JUDICIARY POLICY VOLUME 14 (JPV14) PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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

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

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

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

(a) The Contractor site visit date will be on August 23, 2021 at 2:20 pm in Cleveland. One courtroom will be visited as typical of the installations though minor variances exist. You MUST confirm your participation by contacting the Contracting Officer's Technical Representative (COTR), David Zendlo by phone at (330) 252-6023 or by email at David_Zendlo@ohnd.uscourts.gov

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

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

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known or should have been known. A protest based on alleged improprieties in a solicitation

which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

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

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

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

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

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

L.5 SUBMISSION ADDRESS AND DUE DATE

The response must be bound together at the upper left hand corner only. Please do not include binders with your response. One (1) original and one (1) copy of your RFQ should be received by the Contracting Officer, NO LATER THAN 5:00 P.M, EST. September 13, 2021 at the following address:

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

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

L.6 INQUIRIES

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

Questions concerning any areas of uncertainty which in your opinion require clarification or correction, must be furnished in writing, (e-mail is also acceptable) to Sharon Vance, and marked "Offeror's Questions, RFQ No. OHND-21-14-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.

L.7 RESPONSE SUBMISSION

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

L.8 MINIMUM ACCEPTANCE PERIOD

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

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

L.9 GENERAL INSTRUCTIONS FOR THE PREPARATION OF RESPONSES

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

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

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

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

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

L.10 CONTENT OF PROPOSALS

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

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

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

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

(e) A list of at least five current (within 3 years) references, preferably federal agencies, for whom the Offeror has performed work of similar size and complexity. The Government reserves the right to contact

references as part of its responsibility determination. At a minimum, each reference shall include the following information:

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

(f) The following information on all proposed equipment:

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

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

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 JUDICIARY POLICY VOLUME 14 (JPV14) PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)**

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

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

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

M.2 AWARD ON INITIAL RESPONSES

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

M.3 EVALUATION – GENERAL

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

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

M.4 EVALUATION PROCESS

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

1. request clarification or additional information from any Contractor at any time,
2. modify, remove, or add requirements to the RFQ and to suspend or reopen the RFQ process,
3. 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.

Each response will be initially evaluated for:

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

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

M.5 PRICE EVALUATION

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

M.6 CONTRACT AWARD

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