

Request for Quotation (Services)
Open Market, Lowest Price, Technically Acceptable
Courtroom Technology Equipment Maintenance and Support Agreement

RFQ Number: OHNB2019AVMAINT

Request Date: 9/30/2019

To: (Vendor's name and address)

This is a request for **Open Market Pricing**.

Quotes shall be sent in PDF format via email to OHNB_VendorQuotes@ohnb.uscourts.gov by **4:00 p.m. EDT on October 18, 2019**. If you do not plan to provide a proposal in response to this RFQ, please send an e-mail indicating such. Submit a technical proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a price quotation broken down into the line items listed.

A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. The court reserves the right to award more than one contract as a result of this solicitation.

Quotes and questions concerning this RFQ should be sent to OHNB_VendorQuotes@ohnb.uscourts.gov

Services are to be performed at multiple courtroom locations listed in the Statement of Work.

Sincerely,

Lori McLaughlin-Nelson
Director, Information Technology
U.S. Bankruptcy Court, Northern District of Ohio

Attachment

Quote Sheet for RFQ OHNB2019AVMAINT

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	Maintenance agreement for courtroom located in John F. Seiberling U.S. Courthouse, Akron, Ohio	1	Month/Year		(contractor will fill in - where quantity is 1, extended and unit prices will be the same)
2	Maintenance agreement for courtroom located in Ralph Regula U.S. Courthouse, Canton, Ohio	1			
3	Maintenance agreement for courtrooms located in Howard M. Metzenbaum U.S. Courthouse, Cleveland, Ohio	3			
4	Maintenance agreement for courtrooms located in James M. & Thomas W.L. Ashley U.S. Courthouse, Toledo, Ohio	2			
5	Maintenance agreement for courtroom located in Nathaniel R. Jones courthouse, Youngstown, Ohio	1			
				TOTAL	(contractor will fill in)

Vendor's 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

DUNS number

Printed or Typed Name of Signator

Discount Terms or Net 30?

STATEMENT OF WORK (SOW)

1.1 INTRODUCTION

The U.S. Bankruptcy Court, Northern District of Ohio is seeking open market proposals for a maintenance and support agreement for the Court's courtroom technology systems. The courtroom technology systems are required to be fully functional during hearings in order to maintain the legal record of those hearings and as such, it is imperative the systems be maintained in working order at all times to ensure the smooth operation of the court.

1.2 OBJECTIVE

The maintenance agreement shall include hardware, software and configuration support for the defined locations. The systems are composed of a variety of hardware and are located in multiple, separate courtrooms. Offerors are encouraged to contact the court's technical representative for the court to conduct a site survey. The technical representative is Sherlock Ossa and he can be reached at 330-458-2456. **The due date for the proposal is 4:00 p.m. EDT on October 18, 2019.**

There are eight (8) courtrooms that contain a variety of courtroom technology equipment. Each location and the number of courtrooms to be covered are listed here:

John F. Seiberling U.S. Courthouse 2 South Main Street, Akron, Ohio, 44308	(1) Courtroom
Ralph Regula U.S. Courthouse 401 McKinley Avenue S.W., Canton, Ohio, 44702	(1) Courtroom
Howard M. Metzenbaum U.S. Courthouse 201 Superior Avenue, Cleveland, Ohio, 44114-1235	(3) Courtrooms
James M. & Thomas W.L. Ashley U.S. Courthouse 1716 Spielbusch Avenue, Toledo, Ohio, 43604	(2) Courtrooms
Nathaniel R. Jones Federal Building and U.S. Courthouse 10 East Commerce Street, Youngstown, Ohio, 44503-1621	(1) Courtroom

1.3 SCOPE

Appendix B contains a listing of equipment to be covered by this maintenance agreement.

The Canton courtroom is scheduled to have some components replaced in September 2019. The inventory provided with this Request for Quote reflects the equipment located in the Canton

courtroom effective after the work is complete. That is why some of the components do not show a Serial Number or Asset ID number.

1.4 REQUIREMENTS

The technical proposal shall at a minimum address the following areas:

Full Maintenance Contract Proposal

The coverage period for the maintenance agreement is November 12, 2019 through November 11, 2020, with the option to renew for an additional two (2) one-year terms. The court is requesting the offeror provide a full maintenance contract on the systems. Details of the contract requirements are provided as follows:

The service hours for required maintenance coverage are 8:00 AM to 5:00 PM, Monday through Friday. The vendor shall provide a four (4) hour on-site response time in the case of emergencies and a 24-hour on-site response time for routine service calls. Emergencies are situations in which the system is non-functional for the recordings of hearings, teleconferences, audio through the sound system, video conferences, or if the control panel of the system is non-functional. For the instances described that render the system non-functional, the vendor is required to provide loaner equipment within 24 hours of problem diagnosis. Because of the criticality of these systems to the functioning of the court, the loaner equipment must remain in place while the court's equipment is out for repair. The vendor will provide repair services, configuration services, a minimum of 48 hours Help Desk support per contract year, loaner equipment for items that will be out of service due to repair, and at least one preventative maintenance visit per year for each courtroom technology system.

The proposal shall contain all the details of coverage including identification of any equipment the vendor is unable to repair or arrange for repair, cost of services done outside the business hours listed above, tasks that will be performed during preventative maintenance visits, and any contract cancellation terms and conditions. If the proposal does not include the actual costs to repair some of the equipment, the offeror must clearly define the equipment that is not included and provide a narrative on the steps the vendor will take to provide repair services for that equipment. If the offeror is unable to provide loaner equipment for any items listed on the attached inventory list, the offeror must clearly define this equipment.

The proposal shall include labor, travel expenses, meals, and any other costs associated with the repair. Payment terms shall be included in the proposal.

1.5 SPECIAL REQUIREMENTS/INFORMATION

Past Experience

The offeror shall provide descriptions of three previous commercial or government contracts/projects performed within three years of proposal submission. The offeror shall demonstrate that these contracts/projects were for comparable services of a similar size or scope. The following information must be submitted for each:

- Name and Description of Contract/Project
- Brief Description of the Service/Project
- Date of Contract/Project
- Offeror's Role (e.g., Prime Contractor, Subcontractor)
- Name and Address of Customer Company or Government Agency.
- Names, Addresses, and Telephone Numbers of a Technical Point of Contact for the Customer Company or Government Agency.
- Narrative Description of the Size/Scope of the Contract/Project and How It Directly Relates to the Requirements of this Solicitation.

Key Personnel

Offeror shall provide a list of technicians that will be assigned to the Court's account to care for each location's systems, including the address of the technician's office location. The offeror shall provide information about each individual that will be assigned to the Court's account that includes the following information:

- Full name
- Relevant education, training, and certifications to troubleshoot and repair the specific equipment listed in Appendix B of this document
- Relevant education, training, and certifications to perform configuration and monitoring work in the appropriate vendor's tools
- A list of work experience that substantiates (by involvement and duration) the skill positions and services for which the individuals are being proposed
- A brief narrative relating work experience to the effort required herein.

Upon Court's expressed intent to award a contract, the offeror must submit all technicians' full names and social security numbers to the Court so that a background check can be completed.

1.6 DELIVERABLES

Questions regarding this solicitation can be submitted via e-mail to OHNB_VendorQuotes@ohnb.uscourts.gov. Questions will be accepted up until 48 hours prior to the due date and time for proposals.

The due date for the proposal is 4:00 p.m. EDT on October 18, 2019. Proposals shall be sent in PDF format via email to OHNB_VendorQuotes@ohnb.uscourts.gov. If you do not plan to provide a proposal in response to this RFQ, please send an e-mail indicating such. Solicitation questions and answers will be provided to all offerors. Telephoned questions will not be accepted.

The proposal shall be submitted in such a manner that pricing is broken down by location and by courtroom. The proposal shall clearly indicate the systems or equipment for which the offeror is not able to provide a maintenance agreement. The Court understands that not all vendors are able to support all makes and models of audio and video systems. For this reason, the Court, at its discretion, may choose to award maintenance and support contracts to multiple vendors for selected portions of the courtroom technology inventory.

1.7 PROPOSAL EVALUATION

Proposals will be evaluated as follows:

(1) Technical Considerations (all factors are of equal importance):

- a. Offeror's capability to provide the technical support and repair services required and its corporate experience providing similar services in size, scope, and complexity to that described in this statement of work;
- b. Quality of an offeror's past performance for services that are similar in size, scope, and complexity to that described in this statement of work; to evaluate the quality of an offeror's past performance, references will be contacted by the Court and asked the following questions: the nature of the work provided; whether services/deliverables were submitted on time and without major errors; if the contractor provided appropriately trained and skilled employees; whether the final price coincided with the proposed amount; if the contractor complied with the terms and conditions of the contract; and if the reference would use the contractor again. Offerors must receive an affirmative response for each of these questions; alternatively, references must indicate there was sufficient resolution for any negative response.

In addition, references will be asked to rate the offeror's performance (as excellent, good, marginal, or poor) regarding the quality of work completed, and the quality and experience of contractor personnel working on the project (such as professionalism, responsiveness, ability to communicate). Offerors must rate a minimum of excellent or good in these direct-service parameters.

- c. The qualifications of offeror's technical support staff, including relevant certification, and experience.

(2) Price Consideration:

Proposals will be evaluated to determine if they meet all technical requirements as defined above. Proposals which meet technical requirements will then be

evaluated on the basis of price. Award will be made to the lowest priced technically acceptable vendor. Offers that are determined by the Court to be unrealistically high or low in price, in comparison to other offers or the government estimate, may be excluded from consideration.

The Court reserves the right to cancel this RFQ before an award is made. The Court, at its discretion, may award a contract for all items, some of the items, or none of the items listed in this RFQ.

APPENDIX A
SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

 X Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

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

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

(end)

Solicitation Provisions Incorporated by Reference

 X Provision 2-70 Site Visit (JAN 2003)

 X Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

 X Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

 X Provision 2-90D, Option to Extend the Term of the Contract (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's current expiration date November 11, 2020; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years, 6 months.

(end)

X Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award an open market type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

X Clause 3-3, Provisions, Clauses, Terms and Conditions – Small Purchases (JUN 2014)

(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 (JUN 2014)
- (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 (APR 2013)
- (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
- (6) Clause 7-35, Disclosure or Use of Information (APR 2013)
- (7) Clause 7-85, Examination of Records (JAN 2003)
- (8) Clause 7-125, Invoices (APR 2011)
- (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 (APR 2013)
 - (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 (APR 2013)
 - (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 (JUN 2012) (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 (APR 2013) (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 (JUN 2012) (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 Labor Standards (MAR 2019) (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, or Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements apply. See (7)(g) and (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 (APR 2013) (Applies when services are performed at a judiciary building.)
- (f) Clause 7-205, Payment for Judiciary Holidays (APR 2013) (Applies to time-and-materials or labor-hour contracts.)
- (g) Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAR 2019) (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 Labor Standards to Contracts for Certain Services – Requirements (MAR 2019) (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 these rights:

- (1) within a reasonable period of time after the defect or non-conformance 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.

(end)

X 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.

(end)

X Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror [] does [] does not certify that –

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)