B. PRODUCTS OR SERVICES AND PRICES/COSTS

The U.S. Bankruptcy Court, Northern District of Ohio, currently has two courtrooms in the Cleveland courthouse with various courtroom technology equipment that was installed in 2005. The Court has determined a need to replace and upgrade some audio, video and control equipment and to implement a digital and high definition (HD) environment that provides the capability to stream video and audio of courtroom proceedings to VLC or other network streaming players. This new equipment must be integrated and function with the equipment that will remain in place. In order to facilitate support and maintenance requirements it is necessary to standardize the new equipment with equipment installed in other courtrooms throughout the district. For purposes of standardization, items are requested by specific brands and model numbers (as specified below), however the court understands that model numbers may change based upon the vendor's cyclical upgrade schedule.

This Request for Quote (RFQ) is to solicit Open Market pricing for the purchase, installation, and configuration of the courtroom technology equipment needed to upgrade select audio, video and control equipment for **one** Cleveland courtroom. This equipment will be integrated into a courtroom technology system that is already in place and used on a continuous basis. Because of this, the work will need to be scheduled during a time when no court hearings are scheduled, and the work must be completed once started so the courtroom will be completely functional for the next day of scheduled hearings. Courthouse location details are provided later in this document.

Based upon funding available to the court this project may be expanded to include upgrades to both Cleveland courtrooms. Therefore, it is required that the vendor's proposal include two separate quote sheets: the first quote sheet will show the cost to upgrade **one** courtroom, and the second quote sheet will show the cost to upgrade **two** courtrooms.

Quote Format for RFQ Number: OHNBCLEDIGHD

Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	*(detailed product specification or product description, model number, etc.)*	*(fill in required quantity)*	*(fill in unit, such as "each")*	*(contract or will fill in)*	*(contractor will fill in)*
2	*(add more Items as needed)*				
				TOTAL	*(contractor will fill in)*

C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Quantity **Item Description and Specifications**

2	ELO 2202L 22” touchscreen monitor, portrait mode
1	Crestron DM-MD 16x16-CPU3-RPS DigitalMedia Switcher
1	Creston DM-TXRX-100-STR H.264 Encoder/Decoder
1	Crestron DM-RMC-SCALER-C Digital Media 8G+ Controller with Scaler
1	Crestron Control Panel
2	Biamp TesiraFORTE AVB VT Fixed I/O DSP
7	Shure Supercardioid-18” desktop gooseneck microphone w/desktop base
1	Shure Cardioid-18” gooseneck microphone w/flange mount
1	Extron Annotator 300
2	Extron DVI-RGB 200 scaler and signal processor
1	Brightsign BRIXT1144T Digital Signage Player
1	Aurora Multimedia AURVLXTC1C
1	Wolfvision VZ-9.4F Visualizer with 1080p HD camera
Lot	All cabling, Connectors, terminations, and Adapter Plates
Lot	AV Technician Labor to install and configure the equipment
Lot	AV Engineer Labor to design system integration
Lot	Programming to integrate the equipment into the existing control systems
Lot	Project Manager labor
Lot	CAD Technician Labor to update CAD drawings

D. PACKAGING AND MARKING

All existing equipment that is de-installed shall not be removed from Court premises and shall remain the property of the U.S. Bankruptcy Court.

See section L.2. for further details

_X_ Clause 2-45, Packaging and Marking (AUG 2004)

E. INSPECTION AND ACCEPTANCE

1. Site Survey

All offerors are **required** and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after contract award. To schedule a site survey, contact Greg Nunn at Gregory_Nunn@ohnb.uscourts.gov.

All technical questions should be submitted via email to OHNB_VendorQuotes@ohnb.uscourts.gov, at least five (5) business days before the due date of the proposals.

2. Acceptance testing

At project completion, acceptance testing must be conducted to the satisfaction of the Court's technical contact, local court staff, and a representative of the vendor that holds the maintenance agreement for the current system(s). All work shall be completed according to industry standards and be demonstrated as functional for the project to be considered complete.

_X_ Clause 2-5A, Inspection of Products (APR 2013)

_X_ Clause 2-5B, Inspection of Services (APR 2013)

_X_ Clause 2-10, Responsibility for Products (JAN 2010)

F. DELIVERIES OR PERFORMANCE

The location of the courtroom(s) to be upgraded is:

Howard M. Metzenbaum U.S. Courthouse
201 Superior Avenue
Cleveland, Ohio 44114

The Court requires that this project work be completed within 60 days of award. Within 15 working days after award the Court will provide several dates when the courtroom(s) will be available. The selection of workdays will be mutually agreeable to the vendor and the Court.

All packing material and debris shall be removed by the vendor. If the vendor must charge for travel costs, these costs shall conform to GSA guidelines, and be included as a separate line item in the quote.

_X_ Clause 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003)

_X_ Clause 2-60, Stop-Work Order (JAN 2010)

_X_ Clause 7-200, Judiciary Delay of Work (JAN 2003)

G. CONTRACT ADMINISTRATION DATA

After contract award a purchase order will be issued. After contract completion and court acceptance, the vendor will issue an invoice against this purchase order.

_X_ Clause 7-1, Contract Administration (JAN 2003)

_X_ Clause 7-5, Contracting Officer's Representative (APR 2013)

_X_ Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):
Name:
Address:
Telephone:
E-mail:
Fax:
(b) 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.

(end)

_X_ Clause 7-125, Invoices (APR 2011)

H. SPECIAL CONTRACT REQUIREMENTS

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

_X_ Clause 2-65, Key Personnel (APR 2013)

(a) Individuals identified below as key personnel 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 contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
(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 contracting officer, 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 contracting officer in writing of such unavailability. If the event happens after award, the contracting officer 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 contracting officer will promptly inform the contractor of this determination. If the contracting officer 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 contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer'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 ten 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 contracting officer 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.
(b) The following individuals are designated as key personnel under this contract:
_____
_____
_____

(end)

I. CONTRACT CLAUSES

_X_ 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

(end)

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

_X_ Clause 1-10, Gratuities or Gifts (JAN 2010)

_X_ Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

_X_ Clause 2-20A, Incorporation of Warranty (JAN 2003)

_X_ Clause 2-20B, Contractor Warranty (Products) (JAN 2010)

_X_ 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 90 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.

(end)

_X_ Clause 2-95, Material Requirements (JAN 2003)

_X_ Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

_X_ Clause 3-25, Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAR 2019)

_X_ Clause 3-35, Covenant Against Contingent Fees (JAN 2003)

_X_ Clause 3-40, Restrictions on Subcontractor Sales to the Judiciary (JUN 2014)

_X_ Clause 3-45, Anti-Kickback Procedures (JUN 2012)

_X_ Clause 3-50, Cancellation, Rescission, Recovery of Funds for Illegal or Improper Activity (JUN 2012)

_X_ Clause 3-55, Price or Fee Adjustment for Illegal or Improper Activity (JUN 2012)

_X_ Clause 3-105, Audit and Records (APR 2011)

_X_ Clause 3-120, Order of Precedence (JAN 2003)

_X_ Clause 3-145, Payment for Overtime Premiums (JAN 2003)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed *_____ or the overtime premium is paid for work:
(1) necessary to cope with emergencies such as those resulting from accidents, natural disasters,

breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
(2) by indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
(3) to perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
(4) that will result in lower overall costs to the judiciary.
(b) Any requests for estimated overtime premiums that exceed the amount specified above shall include all estimated overtime for contract completion and shall:
(1) identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the contracting officer to evaluate the necessity for the overtime;
(2) demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
(3) identify the extent to which approval of overtime would affect the performance or payments in connection with other judiciary contracts, together with identification of each affected contract; and
(4) provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(end)

_X_ Clause 3-205, Protest after Award (JAN 2003)

_X_ Clause 7-20, Security Requirements (APR 2013)

_X_ Clause 7-25, Indemnification (AUG 2004)

_X_ Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)

_X_ Clause 7-35, Disclosure or Use of Information (APR 2013)

_X_ Clause 7-75, Subcontracts (JAN 2003)

(a) Definitions. As used in this clause:
"Approved Purchasing System" means a contractor's purchasing system that has been reviewed and approved in writing.
"Consent to Subcontract" means the contracting officer's written consent for the contractor to enter into a particular subcontract.
"Subcontract" means any contract entered into by a subcontractor to furnish products or services

for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
(b) This clause does not apply to subcontracts for special test equipment.
(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced purchase/delivery/task orders), and only if required in accordance with paragraph (d) or (e) of this clause.
(d) If the contractor does not have a written approved purchasing system, consent to subcontract is required for any subcontract that:
(1) is of the cost-reimbursement, time-and-materials, or labor-hour type; or
(2) is fixed price and exceeds either the judiciary's small purchase threshold or five percent of the total estimated cost of the contract.
(e) If the contractor has a written approved purchasing system, the contractor nevertheless shall obtain the contracting officer's written consent before placing the following contracts:
_____
_____
_____
_____
(f) (1) The contractor shall notify the contracting officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
(i) a description of the products or services to be subcontracted;
(ii) identification of the type of subcontract to be used;
(iii) identification of the proposed subcontractor;
(iv) the proposed subcontract price;
(v) the subcontractor's detailed cost information, if required by other contract provisions;
(vi) a negotiation memorandum reflecting:
(A) the principal elements of the subcontract price negotiations;
(B) the most significant considerations controlling establishment of initial or revised prices;
(C) the reason detailed cost information was or was not required;
(D) the extent, if any, to which the contractor did not rely on the subcontractor's detailed cost information in determining the price objective and in negotiating the final price;
(E) the extent to which it was recognized in the negotiation that the subcontractor's detailed cost information was not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective cost information on the total price negotiated;
(F) the reasons for any significant difference between the contractor's price objective and the price negotiated; and
(G) a complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
(2) If the contractor has a written approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the contractor nevertheless shall notify the contracting officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii)

fixed-price subcontract that exceeds either the small purchases threshold or five percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
(g) Unless the consent or approval specifically provides otherwise, neither consent by the contracting officer to any subcontract nor approval of the contractor's purchasing system will constitute a determination:
(1) of the acceptability of any subcontract terms or conditions;
(2) of the allowability of any cost under this contract; or
(3) to relieve the contractor of any responsibility for performing this contract.
(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, or any fee payable under cost-reimbursement type subcontracts will not exceed the fee limitations.
(i) The contractor shall give the contracting officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the judiciary.
(j) The judiciary reserves the right to review the contractor's purchasing system.
(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations.

(end)

_X_ Clause 7-80, Competition in Subcontracting (JAN 2003)

_X_ Clause 7-85, Examination of Records (JAN 2003)

_X_ Clause 7-100A, Limitation of Liability (Products) (JAN 2003)

_X_ Clause 7-100B, Limitation of Liability (Services) (JAN 2003)

_X_ Clause 7-110, Bankruptcy (JAN 2003)

_X_ Clause 7-130, Interest (Prompt Payment) (JAN 2003)

_X_ Clause 7-135, Payments (APR 2013)

_X_ Clause 7-140, Discounts for Prompt Payment (JAN 2003)

_X_ Clause 7-150, Extras (JAN 2003)

_X_ Clause 7-170, Notice of Intent to Disallow Costs (JAN 2003)

_X_ Clause 7-185, Changes (APR 2013)

_X_ Clause 7-185, Changes Alternate I (APR 2013)

_X_ Clause 7-210, Payment for Emergency Closures (APR 2013)

_X_ Clause 7-215, Notification of Ownership Changes (JAN 2003)

_X_ Clause 7-220, Termination for Convenience of the Judiciary (Fixed-Price) (JAN 2003)

_X_ Clause 7-230, Termination for Default (Fixed-Price – Products and Services) (JAN 2003)

_X_ Clause 7-235, Disputes (JAN 2003)

J. LIST OF ATTACHMENTS

None

K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Key Personnel

The vendor shall provide a list of technicians proposed for performance of the work for this RFQ. Technicians assigned to this project shall hold certification(s) in the audio, visual, and sound system arenas. Specifically, the Court requires that the installer(s) assigned to this project hold, at a minimum, valid CTS-I (or equivalent) and Certified Crestron Programmer certificates.

The offeror shall include the following information about each individual proposed for this project:

- Full name
- Relevant education, training, and current manufacturer certification(s)
- A list of work experience that substantiates (by involvement and duration) the skill positions and services for which they are proposed
- A brief narrative relating work experience to the effort required herein

_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 3-15, Place of Performance (JAN 2003)

_X_ Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 2019)

(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 $3,500 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).

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 nonresponsible.

(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.

(end)

_X_ 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.

(end)

_X_ 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: _____

(end)

_X_ Provision 3-195, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (MAR 2019)

(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 Labor Standards, 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 Labor Standards 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 Labor Standards 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)

L. INSTRUCTIONS, CONDITIONS, NOTICES TO OFFERORS

1. Offer Price Format

All labor, travel expenses, shipping, and any other costs associated with this project shall be included in offeror's proposal. The format to be used to submit an offer is shown here:

Quote Format for RFQ Number: OHNBCLEDIGHD

Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	*(detailed product specification or product description, model number, etc.)*	*(fill in required quantity)*	*(fill in unit, such as "each")*	*(contract or will fill in)*	*(contractor will fill in)*
2	*(add more Items as needed)*				
				TOTAL	*(contractor will fill in)*

2. Technical Proposal Content

The offeror's technical proposal shall, at a minimum, address all items listed in this section. The offeror's proposal will be evaluated to determine if it meets the requirements listed. If the proposal does not meet these requirements, it may be eliminated from further consideration.

a. Technical Approach

The offeror shall provide the following items to the court to accomplish a fully functional system:

- Equipment installation in the courtroom and data closet equipment rack.
- Cabling modifications to integrate the new equipment into the existing system. The cable management shall be restored to existing condition. Cable heat shrink and laminated labels shall be consistent with the current environment.
- Programming changes required to integrate the new equipment into the courtroom's currently defined control system.
- Tune system to ensure the sound system does not generate any feedback.
- Ensure the system functions with the existing FTRGold hearing recording system and the Court's audio bridge equipment.
- Connect equipment to the Court's existing local area network.
- Configure the new equipment in the Court's Crestron Fusion software.
- All documentation including equipment manuals, warranty information, and other documentation required to maintain the equipment under a maintenance agreement.
- CAD drawing updates.
- All new control system code and all other custom code that is generated by the vendor as part of this project shall be provided to the court. The Court retains full and unrestricted ownership of all computer code related to this project. The source code provided by the vendor shall not be encrypted, compiled, or password protected, and shall be in native programming language.

b. <u>Past Experience and References</u>

The offeror must be able to demonstrate past experience with installing and configuring complex audio video systems over a period of time. Offeror shall submit at least three previous commercial or government contracts/projects performed which were for comparable services of a similar size or scope, including the programming of the Crestron Fusion software. The projects listed shall be projects in which the technicians proposed for the Court's project were involved. The following information must be submitted for each contract/project:

- Name and Description of Contract/Project
- Brief Description of the 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 scope of the contract/project and how it

directly relates to the requirements of 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)

_X_ Provision 2-15, Warranty Information (JAN 2003)

_X_ Provision 2-70, Site Visit (JAN 2003)

_X_ Provision 3-85, Explanation to Prospective Offerors (AUG 2004)

_X_ Provision 3-95, Preparation of Offers (APR 2013)

_X_ Provision 3-100, Instructions to Offerors (APR 2013)

_X_ Provision 3-210, Protests (JUN 2014)

_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_ Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)

M. EVALUATION FACTORS FOR AWARD

Proposals submitted will be evaluated to determine if it meets the technical proposal content criteria listed below. The technical proposal content criteria are all of equal importance:

(1) Technical Proposal Content (all factors are of equal importance):

a. Offeror's capability to install, configure, and program the new equipment into the existing courtroom technology system, demonstrate the functionality of the systems after all new equipment has been installed, and provide documentation and updated CAD drawings. In other words, at a minimum, the offeror's proposal must provide details for all items listed in this document. (see section L.2.a., *Technical Approach*).

b. The qualifications of offeror's technical support staff, including relevant certification, and experience. At a minimum, the Court requires that the installer(s) assigned to this project hold valid CTS-I (or equivalent) and Certified Crestron Programmer certificates. (see section K, *Key Personnel)*

c. Quality of an offeror's past performance on projects of similar size, scope, and complexity to that described in this request for quote. To evaluate the quality of an offeror's past performance, references will be contacted by the Court and asked the following questions (see section L.2.b. *Past Experience and References*):

   i.) Nature of the work provided;
   ii.) If deliverables were completed on time and without major errors;
   iii.) If the vendor provided appropriately trained and skilled employees;
   iv.) If the final price coincided with the proposed amount;
   v.) If contractor complied with the terms and conditions of the contract;
   vi.) If reference would use the contractor again.

   An affirmative response for each of these questions is required or, the reference must indicate there was sufficient resolution for any negative response.

   In addition, the vendor's reference(s) 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. Offerors must rate a minimum of excellent or good in these parameters.

(2) Price Consideration:

The vendor shall list the purchase cost, installation cost, configuration cost, and shipping cost for each line separately. Proposals will be evaluated to determine if they meet all technical requirements as defined in this document. 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 contract will be awarded to the vendor that provides the lowest cost technically acceptable quotation. 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.

_X_ Provision 3-70, Determination of Responsibility (JAN 2003)