

Request for Quotation

RFQ Number: 20 - USDC US District Court – Grand Jury Room Audio Visual
Request Date: July 17th, 2017

This is a request for **Open Market Pricing – Lowest Technically Acceptable Price**.

Quotes may be e-mailed to the below listed address by **4:00 PM July 27th 2017** local time. However, hand carried quotes are to be delivered by the same time at 401 W. Trade Street, Room 210 Charlotte, NC 28202 to Attention: Kent Creasy.

A firm-fixed-contract price award from this RFQ will be made based on the lowest priced, technically acceptable offer.

Quotes and questions concerning this RFQ should be addressed to:

Kent Creasy, Chief Information Officer
401 W. Trade Street, Room 210
Charlotte, NC 28202

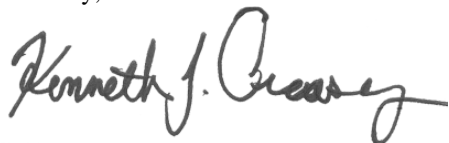
Voice: 704-350-7424

Email: kent_creasy@ncwd.uscourts.gov

Services and installation are to be performed at:

401 W. Trade Street
Room 210
Charlotte, NC 28202

Sincerely,

A handwritten signature in black ink that reads "Kenneth J. Creasy". The signature is written in a cursive, flowing style.

Kent Creasy

Attachment

STATEMENT OF WORK

1.1 INTRODUCTION:

The United States District Court, Western District of NC has a requirement for the installation of Audio Visual (AV) equipment in the Grand Jury Room (GJR) located in the Charlotte Courthouse. The US District Court (hence forth "USDC" or "Owner") requests detailed responses from selected Audio Video Systems Installation Contractors (hence forth "Contractor") which includes line item pricing and a description of service in the format specified in this document. Installation is required to be a turnkey job. All existing equipment be removed from the room. Any existing cables pulled out should be disposed of by vendor. All equipment is to be stacked in a location determined by court staff.

1.2 PURPOSE:

The USDC is upgrading existing AV equipment currently in the GJR used for video conference, presentation, audio calls, etc. The system must be controlled by an automated control system and be simple to use by staff of all technical backgrounds. Other locations use a Crestron Control System, a control system equal to other locations is required for the ease and efficiency of the end user. The system should support analog and digital equipment. Testing of the equipment is required following the installation.

1.3 SCOPE:

Installation is required to be a turnkey job. All existing equipment and wiring to be removed as part of this project. Contractor will be required to coordinate installation schedule with USDC and anticipate additional contractors on site.

1.4 SPECIAL REQUIREMENTS:

Equipment provided by the USDC that shall be coordinated with the proposal are:

- Polycom GroupSeries 500
- Polycom Director with Eagle eye 12X cameras.
- Polycom Microphone array (4).
- Polycom Pano 1800.
- Polycom SoundStructure C16 digital signal processor (DSP) w/voip
- 86" Dell Touchscreen with mount.
- iPad with charging mount and Crestron App
- Crestron touchpad panel
- Polycom mic array 2 mics
- Soundtube speakers 4 speakers

Equipment and services provided by Vendor:

- Crestron Control System. Programming layout and features to be approved by USDC.
- Remote access to Crestron Controls using Xpanel.
- All Crestron programming to be used with USDC iPad app and existing wired Crestron Panel
- Credenza with rack for all equipment, cooling fans and UPS.
- 86" LED TV must be able to be safely mounted to the rear of the credenza
- Installation of all USDC provided Polycom equipment.
- All wiring to be Plenum rated.
- Wolfvision Document Camera or similar

- Installation of a shelf to hold the Polycom camera
- Audio Amp and 2 additional Ceiling Speakers. Soundtube to match existing 4.
- Any other equipment and supplies necessary to achieve the desired design.
- The existing Epson projector will be removed along with the ceiling mounting hardware and delivered to US District Courts point-of-contact (POC).
- The existing wall mounted manual screen will be removed and delivered to the US District Courts POC.

Contractor Assumptions

All pathways are open and free of obstruction above the ceiling grid.
 All USDC provided equipment is in working order and still under manufactures warranty.
 All electrical requirements are in place.

2. DESCRIPTION OF DELIVERABLES

Conference Room Presentation equipment installed, tested and in steady working order.

2.1.1 Project Design/Engineering

Engineering documents will include but not limited to the following:

- A. Pathway requirements
- B. Detailed CAD drawings including manufacture and model, all necessary wiring and connectors.
- C. Line-Item Bill of Materials (BOM)
ALL Control Panel layout and functionality MUST be approved by the Owner prior to installation. There will be NO EXCEPTIONS TO THIS REQUIREMENT.

2.1.2 Equipment procurement

Contractor will procure all necessary equipment for the installation of the system as described in this solicitation. The only exception being the equipment specified as being provided by owner.

2.1.3 Project Submittals

The contractor will provide a clearly documented proposal that includes the following:

- A. Completed BOM
- B. Equipment information sheets (cut sheets) for all items listed in the BOM. Sheets referencing multiple models will clearly indicate which model is referenced
- C. A spreadsheet with all items that are considered to be long lead time must include approximate time required to receive items

2.1.4 Project Installation

The selected contractor will be responsible for all aspects of the installation of the complete audio and video system unless specifically excluded in the RFQ response. The contractor shall:

- A. Coordinate onsite with all related trades to ensure a quality installation
- B. Adhere to all site regulations and job site cleanliness and safety standards

2.1.5 Project Management

The selected contractor will provide a project manager for this project. Their responsibilities will include (but are not limited to):

- A. Development of a project schedule with the coordination of the owner, general contractor and electrical contractor
- B. Written communication of any delays to project schedule to the owner

- C. Coordination of delivery to site of all equipment
- D. On time delivery of project completion

2.1.6 Testing and On-Site Commissioning

The contractor is required to submit a commissioning check list to the owner that validates that all audio/video sources, monitors, inputs and outputs have been tested and verified to be functioning as intended. During the testing a Crestron Programmer will be required to be on-site for the purpose of troubleshooting and making required changes.

2.1.7 Owner Training

The selected contractor will perform owner training, demonstrating the system functionality. All testing and on-site commissioning will be complete before scheduling of owner training.

2.1.8 Project Close-Out Documentation

Upon substantial completion the selected contractor will provide the following:

(1) digital copy via FTP or email and (0) hard copy of the user manuals for all equipment included in the AV system

Upon completion of the project including all punch list items the contractor will provide the following:

- A. (1) digital copy in .dwg and .pdf format via FTP or email and (1) hard copy of the AS-BUILT project documents, which include wiring schematics, elevations and pathway.
- B. A copy of the source code for all control system and DSP's used in the system. An archived copy of the Crestron .smw control system file and the .vtp files for all touch panels are required.
- C. A copy of the BOM that also includes all serial numbers and line item cost if over \$1000.00

2.1.9 Project Warranty

The selected contractor will include in his BOM a hardware and labor warranty for a period of 1 year and cost to add an optional second and/or third year to the warranty. Warranty period will not begin until owner has given written notice that the project is complete to their satisfaction.

2.2 MISC. REQUIREMENTS:

- A. All equipment shall be labeled by UL, CSA, or any other certified testing laboratory accepted by local code
- B. All products provided by contractor will be new and free of defects
- C. Design documents are diagrammatic in nature and are intended to indicate design intent and approximate location. It is the contractors' responsibility to coordinate the final design/equipment functionality and locations with the representative of the owner
- D. Any work outside the scope of this document will be submitted in writing to the owner and approved prior to the start of work.
- E. **All submitted documentation** will be the sole property of the USDC and will be used by the USDC as they deem necessary for this project or future projects.
- F. The quote shall identify programming required in number of hours and cost per hour.
- G. Training of the staff will be included in the quote.
- H. All travel expenses must be included in the proposal.
- I. No invoice will be paid until vendor provides USDC with both drawings and source code for the Crestron.

3. Scope of Work

The purpose of the digital audio video system is to support the uses for Charlotte Grand Jury Room. As an overview the system will provide the ability for the staff to share audio and video content with the

large screen or to a remote location via a video conferencing codec. The requirements are outlined below.

- Owner provided LED TV shall be securely mounted to a contractor provided rack or credenza. Credenza must be approved by owner prior to order.
- Owner provided Polycom Eagle eye director mounted.
- All necessary equipment will be mounted in the credenza, including UPS and fans for cooling
- All wiring will be neatly ran in conduit and tied with no visibility from front of credenza
- Use of the Polycom Pano for wireless presentation must work locally and in remote sessions via video conference
- Staff must be able to share audio and video using any IOS device or PC computer
- Content should be a resolution of 1080 locally and 720 remotely over video conference
- Staff must have the capability to do either H323 or Skype for Business over Group 500
- Inputs shall include Wolfvision Document Camera, Polycom Group 500, VGA and HDMI computer connections, Pano 1800 wireless. All audio associated with source inputs. Audio Conference shall also be provided over the system.
- System should shutdown at midnight each evening if it was left on.

3.1 Control System Requirements

The selected contractor will be responsible for programming the Crestron control system to meet the requirements of the USDC. A detailed control system functionality scope will be developed between the selected contractor and the USDC in a programming functionality meeting. This meeting must be scheduled prior to the start date. Below is a summary of control Requirements.

- A. Power on and off all equipment including TV
- B. Controls for Codec and camera (including camera presets)
- C. Controls for Audio Conference.
- D. Controls to select input source.
- E. Controls to present content in both local and remote sessions
- F. Control Audio (including local and far mute)

3.2 Programming Design Requirements

- A. Grand Jury Mode
 - 1. Turn on/Off TV
 - 2. Control Input – Doc Cam/VGA/HDMI/Wireless
 - 3. Control Volume/Mute
- B. Clerks Office Mode
 - 1. Turn on/off TV
 - 2. Watch TV
 - 3. Control Inputs – Doc cam/VGA/HDMI/Wireless/TV/Video Conference
 - 4. Control Volume/Mute
 - 5. Control Video Conference
 - 6. Share Content remotely, control cameras,, etc.
 - 7. Control Audio Call

3.2 Summary of requirements

- This room will be provided with an audio solution that provides for voice capture for videoconference and teleconference needs, sound reproduction of far-site audio playback and program audio content from computer input source(s).
 - Re-utilize the existing Polycom SoundStructure C16 digital signal processor (DSP)
 - Re-utilize the existing (2) Polycom HDX tri-element microphones.
 - Add (2) additional Polycom HDX tri-element microphones.

- Replace existing audio power amplifier.
- Replace Wolfvision document camera or similar.
- Add (2) matching additional ceiling speakers to the existing (4) ceiling speakers.
- Replace existing control processor with a new Crestron 3-Series
- Utilize the existing TSW1050BS touch panel. (Touch panel includes a TSW1050TTKBS table top kit)
- Add matching iPad controls using Customers ipad and app
- Provide a custom equipment credenza with woodwork.
 - Credenza will fit within a footprint of 24" x 46"
 - 86" display will be mounted to credenza.
 - AV signal switching and control infrastructure will be housed in the credenza
 - Provide camera mounting hardware so that camera is located atop/above the 86" display if possible

B. Removal of existing equipment

- All equipment that is no longer being used will be removed and placed in a location determined by USDC POC.

4. SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES

On location walkthrough: Please coordinate with Kent Creasy

RFQ Due Date:	July 27, 2017
Award Date:	August 4, 2017
Installation Date:	Sept/Oct. 2017

5. REVIEW PERIOD FOR DELIVERABLE

The United States District Court has 30 days to test and inspect the installation. Any corrections in the performance of the installed wiring are to be corrected at no additional cost to the USDC.

6. ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

All of the equipment has to be installed in the US District Court Charlotte, NC. The COTR will govern that all equipment is completely functional and in consistent working order. The offeror must deliver all supporting warranties of the equipment and a list of all serial numbers to the COTR.

The successful offeror will accept a US Government Purchase Order with net 30 after all work is completed and accepted by the COTR.

All drawings and uncompiled source code should be made available to the USDC at completion of project and prior to payment.

7 ENVIRONMENT:

The Grand Jury Room is located at 401 W. Trade Street, Charlotte, NC and the location for the installation of all the equipment.

- 7.1 The contractor will request an appointment for a walkthrough of the space with:
 Kent Creasy, CIO
 US District Court
 Voice 704-350-7424
 EMAIL: Kent_Creasy@ncwd.uscourts.gov

- 7.2 All shipping charges must be itemized in the quote.

7.3 All travel cost must be included in the quote.

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses

I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

1) Provision B-1, Solicitation Provisions Incorporated by Reference

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/rules-policies/judiciary-policies/procurement-policies>

2) Clause B-5 Clauses Incorporated by Reference

This procurement 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/rules-policies/judiciary-policies/procurement-policies>

3) The following clauses are included by reference:

Clause 1-1 Employment by the Government
Clause 105 Conflict of Interest
Clause 1-10, Gratuities or Gifts
Clause 1-15, Disclosure of Contractor Information to the Public
Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

4) Provision 3-5, Taxpayer Identification and Other Offeror Information

(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.

1. (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.
2. (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.
3. (d) Taxpayer Identification Number (TIN): _____
 1. TIN has been applied for.

2. TIN is not required, because:
 1. 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;
 2. Offeror is an agency or instrumentality of a foreign government;
 3. Offeror is an agency or instrumentality of the federal government.
4. (e) Type of Organization:
 1. sole proprietorship;
 2. partnership;
 3. corporate entity (not tax-exempt);
 4. corporate entity (tax-exempt);
 5. government entity (federal, state or local);
 6. foreign government;
 7. international organization per [26 CFR 1.6049-4](#);
 8. other
5. (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:

1. Women Owned Business
2. Minority Owned Business (if selected then one sub-type is required)
 1. Black American Owned
 2. Hispanic American Owned
 3. Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 4. 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)
 5. Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 6. Individual/concern, other than one of the preceding.

The following Provisions OR Clauses are incorporated by reference OR defined below. A detailed explanation is provided at the following website: <http://www.ncwp.uscourts.gov/business-rfq>

Clause 2-5A Inspection of Products

Clause 2-5B Inspection of Services

Clause 2-15 Warranty Information

Clause 2-25A Delivery Terms and Contractor's Responsibilities

Clause 2-30A, Time of Delivery

1. (a) The judiciary requires all items to be delivered by no later than _____. The offeror proposes delivery of all items by no later than _____.
2. (b) The judiciary will evaluate equally, as regards time of delivery, offers that propose delivery within the period specified above. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.
3. (c) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

Clause 2-35 F.o.B. Destination within Judiciary's Premises

Clause 2-55 Privacy or Security Safeguards

Clause 2-60 Stop Work Order

Provision 2-70 Site Visit

Clause 2-80 Judiciary Property

Clause 2-95 Material Requirements

Clause 2-140 Judiciary IT Security Standards

Provision 3-15 Place of performance

Provision 3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

1. (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 1. (i) the offeror and/or any of its principals:
 1. (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 2. (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;
 3. (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;

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

1. (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.
2. (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. (2) Examples.

1. (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.
2. (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.
3. (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.
 4. (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).
2. (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. (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).
 3. 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](#).
 4. (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.
 5. (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.
 6. (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.
 7. (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.

Proposed for Debarment

Provision 3-30 Certificate of Independent Price Determination:

1. (a) The offeror certifies that:
 1. (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:
 1. (A) those prices;
 2. (B) the intention to submit an offer; or
 3. (C) the methods or factors used to calculate the prices offered.
 2. (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. (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.
2. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory –
 1. (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. (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*);
 3. (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
 4. (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.
3. (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

Clause 3-35 Covenant Against Contingent Fees

Clause 3-40 Restrictions on Subcontractor Sales to the Government

Clause 3-45 Anti-Kickback Procedures

Clause 3-50 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

Clause 3-55 Price or Fee Adjustment for Illegal or Improper Activity

Provision 3-70 Determination of Responsibility

Provision 3-85 Explanation to Prospective Offerors

Provision 3-95 Preparation of Offers
Provision 3-100 Instructions to Offerors
Clause 3-105 Audit and Records
Clause 3-120 Order of Precedence
Provision 3-130 Authorized Negotiators:

1. 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: _____

Clause 3-205 Protest After Award

1. Provision 3-210 Protests:

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage 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 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. (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. (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. (3) the protest shall include the following information:
 1. (i) name, address, and fax and telephone numbers of the protester or its representative;
 2. (ii) solicitation or contract number;
 3. (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
 4. (iv) copies of relevant documents;
 5. (v) request for a ruling by the judiciary;
 6. (vi) statement as to the form of relief requested;
 7. (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 8. (viii) all information establishing the timeliness of the protest.
2. (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 as provided elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.
3. (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.

Clause 6-20 Insurance –Work on or Within Judiciary Facility

1. **Insurance – Work On or Within a Judiciary Facility (APR 2011)**
2. (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. (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. (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. (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. (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.

3. (b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.
4. (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.
5. (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. (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
 2. (2) Until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
6. (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

Clause 7-1 Contract Administration

Clause 7-5 Contracting officers Representative

Clause 7-10 Contracting Representative:

1. (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):
 1. Name: Kent Creasy
 2. Address: 401 W. Trade St., Charlotte, NC
 3. Telephone: 704-350-7424
 4. E-mail: Kent_Creasy@ncwd.uscourts.gov
 5. Fax: n/a
2. (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 issue

Clause 7-15 Observance of Regulations/Standards of Conduct

Clause 7-20 Security Requirements

Clause 7-25 Indemnification

Clause 7-30 Public Use of Judiciary Name

Clause 7-35 Disclosure or Use of Information

Clause 7-45 Travel

Clause 7-95 Contractor Inspection Requirements

Clause 7-115 Availability of Funds