



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

LAWRENCE K. BAERMAN

Clerk

JOHN M. DOMURAD

Chief Deputy

**James M. Hanley Federal
Building**

**P.O. Box 7367, 100 S. Clinton St.
Syracuse, New York 13261-7367
(315) 234-8506**

Fax (315) 234-8654

REQUEST FOR PROPOSAL NO.: USDC-Plattsburgh GJ/CR#(1)-8-13-09

TITLE: " Audio Enhancement System for the U.S.
District Court for the Northern District of
New York"

ISSUED BY: Sunday Heuser
Contracting Officer
U.S. District Court
100 South Clinton St.
PO Box 7367
Syracuse, New York 13261-7367

DATE ISSUED: August 13, 2009

PROPOSAL DUE DATE AND TIME: Friday, August 28, 2009, 5:00 p.m. EST
Proposals received after this date and time
will be considered late

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

Dear Sir or Madam:

The United States District Court for the Northern District of New York seeks to review the proposals of contractors to provide the purchase and installation of (1) Audio Enhancement System (AES) for the Grand Jury Hearing Room/Magistrate Judge Courtroom #1 located on the 3rd Floor at The Gateway Plattsburgh, 14 Durkee Street, Plattsburgh, NY 12901.

It is expected that one (1) purchase order will be awarded on or before September 11, 2009.

Therefore, it is the intention of the United States District Court for the Northern District of New York to review the proposals submitted by contractors to this RFP, and to select the contractor

who provides the necessary products and services which will benefit the Courts needs. The attached Request for Proposal (RFP) contains a pricing schedule and the technical specifications for the Court. If you decide to submit a response to this RFP, you will need to develop and provide both a technical proposal and a price proposal. Your technical proposal shall consist of all the submittals required to be provided at the time proposals are due. Your price proposal shall consist of the prices you are offering for each individual item of equipment, labor, maintenance, and travel as well as any substitution suggestions with pricing and the reason the substitution is being requested. Award of this proposal will be made to the contractor whose technically acceptable proposal offers the lowest technically acceptable price to the court.

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

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

Questions concerning any areas of uncertainty which in your opinion require clarification or correction, must be furnished in writing, (fax or e-mail is also acceptable) to Sunday Heuser, and marked "Offeror's Questions, RFP No. USDC-Plattsburgh GJ/CR#(1)-8-13-09 and must be submitted **NO LATER THAN TEN CALENDAR DAYS** from date of issuance of the solicitation document.

Questions pertaining to the Court's requirement or proposal preparation should be referred only to Sunday Heuser, Contracting Officer, US District Court, Syracuse, NY, who may be contacted at (315) 234-8506, fax (315) 234-8654, or email sunday_heuser@nynd.uscourts.gov. Collect calls will not be accepted.

Your proposal must be signed by an official authorized to contractually bind your organization and must indicate that it is valid for at least 60 days. The response must be bound together at the upper left hand corner only. Please do not include binders with your response. One (1) original and one (1) copy of your Request for Proposal (RFP) should be received by the Contracting Officer, **NO LATER THAN 5:00 P.M., EST. ON FRIDAY, August 28, 2009** at the following address:

If hand-delivered or delivery service:

Sunday Heuser, Contracting Officer
U.S. District Court
100 South Clinton St.
7th Floor
Syracuse, New York 13261

If using U.S. Postal Service:

Sunday Heuser, Contracting Officer
U.S. District Court
100 S. Clinton St.
PO Box 7367
Syracuse, New York 13261-7367

Site Visits

Because this is a new Court site that is in the process of being built out, we do not have space currently available for a site visit. *A blueprint of the proposed area is attached to this RFP. Please use this drawing to prepare your response. The area that the will have the audio system installed is noted as “hearing room” on the drawing.*

Depending on the construction schedule for this build out, it is anticipated that installation of this system should have a tentative installation schedule of October/November 2009. This will be confirmed upon award of this project.

If you have any technical questions related to the set up of the system in the “hearing room” area, please contact the Contracting Officer’s Technical Representative, Teresa Lasell at 315-234-8556 or 315-952-3989.

Rejection of Responses

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

Cost of Preparation of Quotation

The RFP does not commit the Court to pay costs for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Court to the expenditure of public funds in connection with any acquisition action.

Cancellation

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

Evaluation and Selection of Vendor

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

The United States District Court reserves the right to:

- (a) request clarification or additional information from any Contractor at any time,
- (b) modify, remove, or add requirements to the RFP and to suspend or reopen the RFP process,

(c) reject any or all responses and terminate the RFP

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

Thank you for your time and consideration. We look forward to your response.

Sincerely,

Sunday Heuser
Contracting Officer/Procurement Administrator

attachments

(1) Audio Enhancement System RFP for Plattsburgh 3rd Floor - Grand Jury Room/Magistrate Courtroom

(1) Plattsburgh Gateway Blueprint Sheet No. A-3.3

SECTION B - STATEMENT OF WORK/SPECIFICATIONS

B.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

1. SUMMARY

- a. The purpose of the request for proposal is to seek a contractor to procure, install, configure and test a complete operational Audio Enhancement System in new Court space located in the Grand Jury Hearing Room/Magistrate Courtroom located on the 3rd floor of The Gateway Plattsburgh, 14 Durkee Street, Plattsburgh, NY 12901.
- b. The installation shall include everything necessary or incidental to complete the installation including but not limited to, receptacle plates, wire, electrical boxes, etc. The contractor shall furnish all necessary information to ensure that a proper system is installed that meets the design requirements and the operational requirements of the Court.
- c. The Contractor shall restore finish hardware to the original condition including painting, wall, millwork and ceiling modifications and attachments.
- d. The Contractor shall provide training on the operation of the AES system.

2. SCOPE OF WORK

- a. The contractor shall furnish all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system consistent with the design intent. The Not In Contract (NIC) and Court Furnished Equipment (CFE) equipment and materials are specifically exempt from this requirement.
- b. The Contractor shall provide equipment that, where required, shall conform to the applicable requirements of the Underwriter's Laboratories, Inc., local codes, the National Electrical Code and any other governing codes. Such items shall bear a label or mark indicating their conformance to the above requirements.
- c. The Contractor shall perform a "conduit/wiring analysis" of the site before commencing field installation. This is to determine that all the electrical provisions (identified as being provided by others) have been installed. Any discrepancies or deficiencies noted during the inspection shall be documented in writing and be sent to the Contracting Officer and the COTR within five (5) business days of the inspection.
- d. The Contractor shall generate shop drawings and information for the complete installation and wiring of the Audio Enhancement system. The Contractor shall provide (or sub-contract for) the on-site installation and wiring of the AES, and shall provide ongoing supervision and coordination during the installation phase.

- e. The Contractor shall be responsible for the initial adjustment of the systems herein prescribed and shall provide all test equipment for the system acceptance testing and shall provide all test results in writing to the Contracting Officer and the COTR at the time of final acceptance testing.
- f. The Contractor shall provide a minimum one (1) year warranty.

3. SUBMITTALS

- a. Provide the Work of this Section in accordance with the Contract Documents.
- b. Pre-award submittals shall be provided as part of the bid process and shall include the following:
 - i. Restatement of “Scope of Work” incorporating these criteria by reference.
 - ii. A signed Statement of Compliance, see Appendix D.
 - iii. A detailed schedule showing, for each piece of equipment, the offered make, model, quantity and proposed unit and total prices in spreadsheet format.
 - iv. Manufacturer’s specification sheets for each proposed equipment substitution.
 - v. A detailed description, make, model, quantity, proposed unit, total prices and explanation of use for any equipment not included by the Court under this RFP but necessary for complete operation of the Audio Enhancement System .
- c. Post award and pre-installation submittals shall include but not be limited to, the following:
 - i. Complete system construction and point to point wiring schematic drawings, including all component values and showing complete letter and number identification of all wire and cable as well as jacks, terminals and connectors.
 - ii. Shop drawings of all panels, plates and designation strips, including details relating to terminology, engraving, finish and color.
 - iii. Shop drawings of all custom designed consoles, tables, carts, support bases, and shelves.
 - iv. Schematic drawings of all custom components, assemblies and circuitry.
 - v. Shop drawings of all unusual equipment modifications.
 - vi. Run sheets or field wiring details.
 - vii. Patch panel assignment layout drawings.
 - viii. Front elevation drawings of the modified equipment rack configuration.
 - ix. All items of equipment whether a stock manufactured item or custom built shall be supported by complete and detailed schematic drawings and replacement parts lists. No “black boxes” or unidentified components shall be acceptable.
 - x. A list of test equipment, giving make and model numbers to be used for all tests an acceptance testing, in spreadsheet format.

- d. At the completion of installation, provide the following information:
 - i. Operation Manuals: Provide two (2) bound Operation Manuals to the Court. Each shall contain printed operating instructions for all system functions whose format has been compiled specifically for each system. The reader of this manual shall be assumed to understand the procedures for using the courtroom AES, but unfamiliar with this particular facility. Providing standard factory equipment operating instructions alone is not acceptable. The operation manual should include a single double sided summary sheet of instructions that covers the general use of the system.
 - ii. The Operation manual shall describe all typical procedures necessary to activate each system to provide for the functional requirements as listed under the Detailed Specifications. This section shall include minimum troubleshooting procedures.
 - iii. Maintenance Manuals: Provide two (2) bound Maintenance Manuals to the Court. Each shall contain printed operating instructions for all system functions whose format has been compiled specifically for each system. The reader of this manual shall be assumed to be technically competent, but unfamiliar with this particular facility.
 - iv. The Maintenance Manual shall provide, at a minimum, a recommended maintenance schedule with reference to the applicable pages in the manufacturer's maintenance manuals. Where inadequate information is provided by the manufacturer, the Contractor shall provide the information necessary for proper maintenance. This section shall also include, at a minimum, "as built" schematic wiring diagrams of all systems, internal wiring diagrams of the central rack cabinet and control panels, parts lists, and preventative maintenance notes, standard factory equipment operating instructions, a list of changes to settings and requirements for accessing or changing those settings, and copies of "System Performance Tests and Adjustments" report.
 - v. A System functional block drawing identical to the specification drawing with the addition of all input and output circuit cable and terminal block numbers as well as all jack field circuit I.D. designations. A copy of this drawing shall be framed in protective plastic and mounted on the inner surface of the equipment rack door.
 - vi. Provide simplified one (1) page instructions in a laminate protector.
 - vii. Provide two (2) copies of all control software programing including control screens and all source code. Provide documentation in written form of all source code and screen captures of all control screens. Provide electronic copies of all source code on CD-ROM.
 - viii. All information must be accurate as per written acceptance.

4. DELIVERY, STORAGE, AND HANDLING

- a. Control handling and installation of hardware and equipment items that are not immediately replaceable, so that completion of the work will not be delayed by hardware or equipment losses, both before and after installation.
- b. Prior to installation, protect exposed surfaces with material that is easily removed

without marring finishes.

- c. The court will not provide additional space to the contractor for the purpose of pre-assembly and testing. Any required pre-assembly and testing must be conducted at the Contractor's facility.

5. SCHEDULING

- a. It shall be the responsibility of the Contractor to coordinate the installation of the system to be compatible with the courtroom schedule, the work of the COTR, and the overall construction completion schedule. The Contractor shall attend regularly scheduled progress meetings.
- b. The Contractor shall assemble, install, test, and train Court personnel in the use of the system in compliance with the schedule set forth in Appendix A. Any changes to this schedule shall be submitted for approval and discussed with the Contracting Officer and the COTR.
- c. The Contractor shall assemble and test all equipment to verify proper operation before shipping to the courthouse. Testing and shipping shall be coordinated with the COTR.
- d. The Contractor shall provide operating personnel with adequate training on the completed system, including at least three (3) training sessions. See Owner Training.

6. QUALITY ASSURANCES

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

Products in Section 2, Paragraph 13.

7. APPENDICES

- a. Appendix A: The Installation Schedule provided herein is Appendix A. Appendix A provides a time frame within which phases of installation are to be completed. A precise installation schedule must be provided of similar format to Appendix A noting deviations from the time frame established in Appendix A complete with reasons for deviation as part of a complete submittal.
- b. Schedule B: The Bid Spreadsheet provided herein is Schedule B. Schedule B is intended to represent the major components of the system and to provide information on the quantities of spaces and systems to be installed. Additional equipment required to produce a complete and functional system consistent with the design intent must be added to the provided equipment list. Quantity, unit pricing, and cut-sheets must be provided as part of the submittal for any additional equipment. Schedule B must be filled out noting substitutions and additional equipment as part of a complete submittal.
- c. Appendix C: The Request For Information (RFI) form provided herein is Appendix C. Appendix C shall be used for all RFI's and is the only form acceptable for that purpose. Partially completed forms or RFI's not on Appendix C will be returned without review. Verbal RFI's shall not be acceptable or binding.
- d. Appendix D: The Statement of Compliance form provided herein is Appendix D. Appendix D shall be signed by an officer of the company and returned as part of a complete submittal.

8. SYSTEM DESCRIPTION

- a. Grand Jury Hearing Room/Magistrate Courtroom Audio System
 - i. Witness box
 - (1) XLR microphone input
 - ii. Judge's bench
 - (1) XLR microphone input
 - iii. Law Clerk desk
 - (1) XLR microphone input
 - iv. Courtroom Deputy desk
 - (1) XLR microphone input
 - v. Attorney table floor box in two (2) locations
 - (1) Audio input faceplates
 - (a) XLR microphone input
- b. Courtroom Speaker
 - (1) 12 speakers (2 Zones) located throughout the courtroom
- c. Assisted Listening and Language Translation Systems
 - i. District Courtroom
 - (1) Four (4) channels of composite audio from the sound system.
 - (2) Modulated, multi-channel, infrared system for wireless broadcast of sound reinforcement and language translation.
 - (3) Portable, battery-operated multi-channel receivers with lightweight headsets for people requiring listening assistance or language translation.
 - (4) Translator input headset and faceplate near the witness location.
- d. Audio Conferencing
 - i. Grand Jury Hearing Room/Magistrate Courtroom
 - (1) Full duplex communication from all courtroom audio sources through an analog telephone circuit.
 - (2) Far end audio signal played through sound reinforcement loudspeakers.
- e. Control Systems
 - i. Two (2) wired control panels at the judge's bench and courtroom deputy desk to control features of the audio/video system including but not limited to:
 - (1) Shuttle control for all audio source equipment such as compact disc players and audio cassette players.
 - (2) Volume control and mute check box for every microphone on a separate microphone volume control page.
 - (3) Remote audio mute to suppress all audio leaving the courtroom.
 - (4) Audio mute with white noise/CD sound over for bench conferences.

- ii. The control system shall be programmed to be substantially similar in use and appearance to the systems currently installed in other courtrooms within the District. Confer with Court Technical Representative to ensure the system meets the usage needs of the Court.

PART 2- PRODUCTS

9. GENERAL

- a. All equipment and material shall be new.
- b. Performance criteria or physical characteristics specified herein represent minimum acceptable values unless noted otherwise.
- c. Court Furnished Equipment (CFE):
 - i. Table and other millwork/furniture are CFE.
 - ii. Personal computers, keyboards, printers and peripherals are CFE.
 - v. Power connections to all poke-thru or furniture feeds are CFE.

10. CONTROL SYSTEM

- a. Control Processor: The specified control system is a Crestron Pro2.
- b. Control Touchscreens: The specified control touchscreens are Crestron TPS-3000's
- c. Control System wiring: All control system wiring shall use Crestron wire.
- d. Control System Programming: Contractor shall coordinate the programming of the control system with the Court and Court's Representatives to ensure an interface that meets with Court's approval and performs the functional intent of the design as outlined herein.

11. MISCELLANEOUS EQUIPMENT

None

12. WARRANTY OF PRODUCTS

- a. Contractor shall guarantee (warranty) each system in its entirety in writing against defects in material and workmanship for one (1)-year from date of written acceptance and to meet all performance requirements outlined herein. Warranties may not be pro-rated.
- b. During this time, the systems shall be kept in proper operating order at no additional labor, material, or transportation cost to the Court.

- c. During the warranty period, the Contractor shall respond with remedy to a trouble call within twenty-four (24) hours after receipt of such a call, and shall provide a 24-hour service phone number.
- d. Equivalent replacement equipment shall be temporarily provided when immediate on-site repairs cannot be made.
- e. At least two routine inspection and adjustment visits will be scheduled for the first year. Submit reports to the Court.

13. **PROPOSED SUBSTITUTIONS**

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

PART 3- EXECUTION

14. **PRE-INSTALLATION MEETING**

- a. Prior to the start of the work, and at the Contractor's direction, meet at the project site to review methods and sequence of installation, special details and conditions, standard of workmanship, testing and quality control requirements, job organization and other pertinent topics related to the work. The meeting shall include the Contracting Officers Technical Representative, Contractor, the Audio Enhancement System Contractor, inspection and testing services (if any) and any other subcontractors whose work requires coordination with this work.
- b. A Conduit/Wiring Analysis shall be conducted at the Installation Meeting. The Contractor shall submit "as-built" drawings locating all existing conduit runs, junction boxes, and electrical outlets. Show location and type of all special receptacle boxes and plates to be supplied and/r modified by the Contractor. Verify and inspect all necessary conduits and outlets. Provide with the submittals, a list of all conduits, boxes, and power changes necessary for installation of audio/visual systems in each courtroom.

15. **GENERAL**

- a. Installation shall include the delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and

adjustment, and all other work whether or not expressly required herein which is necessary to result in complete operational systems.

- b. The installation of all work must be in accordance with commonly accepted industry standards and practice. The installation vendor's Design Engineer shall exercise Engineering supervision over the entire installation and inspect the installation at least twice prior to Acceptance Testing. It is the responsibility of the Contractor to cooperate with other trades in order to achieve well-coordinated progress and satisfactory final results. The Contractor must watch for conflicts with work of other contractors on the job and execute moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.
- c. Wire all systems in accordance with Standard Broadcast Practices and the National Electrical Code, NFPA, SMPTE, NAB, UL, ETA, FCC, NTSC, Design and Installation (SAMS) and any other authority having jurisdiction. Where a conflict occurs, follow the most stringent requirements. Refer to schematic and block diagrams.
- d. If, in the opinion of the Contractor, an installation practice is desired or required, which is contrary to these specifications, a written request for modification shall be made to the Engineer. Modifications shall not commence without written approval from the Engineer.
- e. Provide necessary screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware necessary to facilitate the installation of the system.
- f. Furnish special installation equipment or tools necessary to properly complete the system, including but not limited to, tools for terminating, testing and splicing cables.
- g. All installation practices shall be in accordance with, but not limited to, these specifications.

16. PHYSICAL INSTALLATION

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

- e. Terminate all unused inputs to switches.
- f. Install equipment with all necessary precautions to prevent and guard against electromagnetic and electrostatic hum, to assure adequate ventilation, and to provide for safety and ease of use to the end user.
- g. All visible devices shall be a matte black finish.

17. CABLE INSTALLATION

- a. All cables, regardless of length, shall be marked with wrap-around number or letter cable markers at both ends. There shall be no unmarked cables at any place in the system. All cable ends shall be clearly tagged with destination and function markings in accordance with the wiring diagram.
- b. Provide cable pass through holes as required. Provide grommets in all pass through holes. Coordinate placement of holes with Contracting Officer's Technical Representative. Indicate placement on Shop Drawings. Review all locations with the Contracting Officer's Technical Representative before drilling.
- c. It is the intent for all visual and control cables to be concealed. To this end, the Contractor shall provide materials and labor to drill holes through hard walls and provide surface mounted raceways inside and outside the courtroom. In the event that it is demonstrated to be impossible to drill the required holes, the Contractor shall provide wooden moldings (stained to match the courtroom finish) configured to best blend in with the existing wooden panels and/or furniture.
- d. Contractor shall ensure that all visual and control cables are neatly dressed with split loom tubing or equivalent for pleasing appearance and safety.
- e. All inter-rack cabling shall be neatly strapped, dressed, and adequately supported.
- f. Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules.
- g. Provide quick disconnect connectors within the rack for equipment that is not provided with manufacturer installed connections. The connectors shall be of industry standard type, appropriate to the signal and voltages required by the equipment. Internal rack wiring shall not be wired directly to the equipment via screw or solder connections.
- h. All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:
 - i. Power cables,
 - ii. Analog control cables,
 - iii. Digital control cables,

- iv. Audio cables carrying signals less than -20 dBm,
- v. Audio cables carrying signals between -20 dBm and +20 dBm,
- vi. Audio cables carrying signals above +20 dBm,
- vii. RGB-HV cables,
- viii. S-Video cables,
- ix. Video cables, and
- x. Radio frequency (RF) cables.

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

- i. Racks shall have power on one side and low voltage on the other side. As a general practice, all power cables, control cables, and high level cables shall be run on the left side of an equipment rack as viewed from the rear. All other cables shall be run on the right side of an equipment rack, as viewed from the rear.
- j. Cables shall be routed at least 610 mm from any fluorescent ballast and at least 1 m from any electric motors or other high level source of electromagnetic interference.
- k. Unless otherwise called for in these specifications, the following cables, or their approved equals, shall be used in these systems:
 - i. Audio Canare L4E5AT
 - ii. Audio (70 Volt speakers) Belden 8461
 - iii. Audio (8 ohm speakers) Belden 8473
 - iv. RE (Broadband) Belden 9291
 - v. Control Belden 8489
- l. All cables shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior permission of the Engineer. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.
- m. All cables in conduits must be insulated and shielded from each other and from the conduit the entire length and must not be spliced. Ground all the shields at the high-level termination end of the respective circuits only, unless otherwise specified herein. Heat shrink tubing shall be used to dress the ends of all wire and cabling including a separate tube for the drain or ground wire.
- n. Ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. No cable shall be installed with a bend radius less than that recommended by the cable manufacturer. Observe the bending radius and pulling strength requirements of the cables during handling and installation. Provide clutch or shear pin protection for cables during cable pulling to ensure cable pulling tension is not exceeded.
- o. Provide temporary protection of cables before termination. Cables shall not be left

lying on the floor. Bundle and tie wrap to provide protection.

18. CONNECTOR ASSEMBLIES

- a. Provide engraved wall connector assembly plates for all audio, audiovisual, and control connections. All visible connector assemblies shall be constructed of bronze colored anodized aluminum, beveled and brushed 150 grit to reduce reflections. Thickness as required. Hidden (not easily seen) connector assemblies may be stainless steel or anodized aluminum.
- b. Unless otherwise detailed herein, the following types of panel receptacles shall be used on all connection boxes, panels, plates, and wireways:
 - i. Remote Control Panels - 4 pin XLR.
 - ii. MATV outlet - F type 75 ohm connector
- c. RJ-45 Jacks shall be wired per the pair assignments indicated in ANSI/TIA/EIA 568-B-2001.
- d. Coordinate the placement of all visual devices and connector assemblies with the Contracting Officers Technical Representative. Indicate placement on Shop Drawings. Review all locations with the Clerk of the court prior to installation.

19. GROUNDING PROCEDURES

- a. The Contractor shall ensure that all power circuits are on the same electrical phase and that all ground cables are only connected to one point at the power breaker panel.
- b. In order to minimize problems resulting from improper grounding and to achieve maximum signal-to-noise ratios, the following grounding procedures shall be adhered to:
 - i. System Grounds: A single primary "system ground" shall be established for the systems in each particular area. All grounding conductors in that area shall connect to this primary system ground. The system ground shall be provided in the audio equipment rack for the area, and shall consist of a copper bar of sufficient size to accommodate all secondary ground conductors.
 - ii. A copper conductor, installed in a raceway by this contractor, having a maximum of 0.1 Ohms total resistance, shall connect the primary system ground bar to the nearest metallic electrical conduit of at least 5cm in diameter. The Contractor shall be responsible for determining if the metallic conduit is properly electrically bonded to the building ground system.
 - iii. Secondary system grounding conductors shall be provided from all racks in each area to the primary system grounding point for the area. Each of

these grounding conductors shall have a maximum of 0.1 Ohms total resistance.

- iv. Under no conditions shall the AC neutral conductor, either in the power panel or in a receptacle outlet, be used for a system ground.
- v. General: Because of the great number of possible variations in grounding systems, it shall be the responsibility of the Contractor to follow good engineering practice, as outlined above, and to deviate from these practices only when necessary to minimize crosstalk and to maximize signal-to-noise ratios in the audio, video, and control systems. The Contractor shall submit a written request to the Contracting Officer and the Contracting Officers Technical Representative, with justification and technical support materials, for approval of alternate grounding methods and practices.

20. **POWER DISTRIBUTION IN EQUIPMENT RACKS**

- a. General: Provide Surge Suppressors with Remote Turn-On at the top of each rack and wire into control system. Provide Power Conditioners which shall plug into the Surge Suppressors and distribute power to groups of equipment. All rack mounted equipment will have conditioned power.

21. **SPARE PARTS**

- a. Provide replacement fuses, lamps, batteries and connectors in sufficient quantities to last one (1) year.

22. **QUALITY CONTROL**

- a. Provide and maintain an effective Quality Control program and perform sufficient inspections, surveys and tests of all items of work, including those of other trades, to ensure compliance with the contract documents. Furnish appropriate facilities, accurately calibrated instruments and testing devices required to perform the quality control operations and with sufficient work forces to cover the construction operations within the actual construction sequences. Coordinate this work with the quality control requirements of other technical Sections of the Specifications and with requirements of the Contractor and governing authorities having jurisdiction.

23. **SYSTEM PERFORMANCE TESTS AND ADJUSTMENTS**

- a. Test Plan
 - i. The Contractor shall develop a comprehensive test plan for testing all systems elements in accordance with the outlines contained herein. The testing shall include manufacturing quality assurance, subassembly, pre-installation system testing and post-installation system testing.
 - ii. The test plan shall be submitted to the Contracting Officer and the Engineer for approval in accordance with an agreed upon schedule.

- iii. The test plan shall identify each individual tests to be performed and the test equipment and methods to be used.
 - iv. Reference shall be made to all applicable standards for test methods, equipment, and reporting values, or to best industry practices when test requirements are not addressed by specific standards.
- b. Cabling Tests:
- i. Upon completion of the installation of each area, the contractor shall test all elements of the system. This testing shall include as a minimum:
 - (1) Continuity of all circuits.
 - (2) Operation of all circuits.
 - (3) Phase checking of all circuits.
 - (4) Operation of all equipment in all modes
 - ii. During and/or after installation, as appropriate, the Contractor shall test all cabling for continuity, phase, shielding, and unreasonable signal loss. The testing shall be conducted according to the submitted and approved test plan.
- c. Polarity:
- (1) Verify the polarity of each device in the shop to obtain true polarity throughout the system.
 - (2) Verify and document that polarity is kept throughout the system after wiring from inputs through output devices or receptacles.

24. SYSTEM CHECKOUT

- a. Before Acceptance Tests are scheduled, the Contractor shall perform his own system checkout. He shall furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification. This work shall include the following:
 - i. Submission of the "Test Plan".
 - ii. Test all visual and related systems for compliance with the "System Performance Tests and Adjustments".
 - iii. Check all control functions, from all controlling devices to all controlled devices, for proper operation.
 - iv. Maintain documentation of all performance tests for reference by the Engineer during the System Acceptance Tests.
 - (1) Upon completion of the tests and necessary adjustments, submit two (2) copies of a written report presenting test results, including numerical values of all measurements, for review by the Contracting Officer prior to demonstration and "System Acceptance" testing.
 - (2) With the above report, submit written certification that the

installation conforms to specifications, is complete, and is ready for inspection and testing by the Contracting Officer and the Engineer.

- v. Meet with the COTR and the Engineer and make system control changes as directed.

25. SYSTEM ACCEPTANCE

- a. Upon approval of the Contractor's "System Checkout" report and at a time set by the Contracting Officer, demonstrate to the COTR and Engineer that the final system adjustments and tests meet the performance requirements.
- b. The Contractor shall provide all labor, materials, tools, and measurement equipment necessary for these demonstrations, tests, and adjustments.
- c. The Contractor's representatives performing these tests must be thoroughly familiar with all details of the system. The test team must include the field supervisor and the COTR in charge during the course of the installation work.
- d. The Contractor is responsible for all costs incurred to satisfy criteria requirements.
- e. System Acceptance Tests will not be performed until the Contractor's System Checkout has been completed. The System Acceptance Tests will be supervised by the Engineer and will consist of the following:
 - i. A physical inventory will be taken of all equipment on site.
 - ii. The operation of all system equipment shall be demonstrated by the Contractor.
 - iii. Both subjective and objective tests will be required to determine compliance with the specifications. The Contractor shall be responsible for providing test equipment for these tests.
 - iv. All final "as-built" drawings, run sheets, manuals, and other required documents, as detailed herein, shall be on hand. Two complete sets of these documents shall be delivered to the Contracting Officer at this time. (One complete set shall have been delivered to the Engineer prior to the scheduling of Acceptance Tests).
 - v. In the event further adjustment is required, or defective equipment must be repaired or replaced, tests may be suspended or continued at the option of the Engineer.

26. OWNER TRAINING

- a. Scheduling of all training sessions must be approved by the Contracting Officers

Technical Representative.

- b. In the event the Contractor does not have qualified instructors on staff for certain sophisticated equipment, a manufacturer's representative for such instruction will be provided by the Contractor at no additional cost to the owner. All training shall take place after the COTR takes possession of the system, at a time convenient to the COTR.
- c. **Operational Training**
 - i. The Contractor shall provide on-the-job training by a suitably qualified instructor, to personnel designated by the COTR, to instruct them in the operation and maintenance of the systems. Operational training for designated personnel shall be provided on-site in the room where the system has been installed. This training shall be provided in two (2) sessions held on two (2) separate occasions and each session shall not exceed one (1) day in duration. In instances where multiple rooms are affected, the COTR may require additional sessions if the technology requirements are unique to the additional room(s).
 - ii. The training shall provide for proper usage of the entire system. The contractor shall assume that designated personnel have no prior experience with the operation of the systems being installed. Training documentation shall include a one page laminated sheet with basic instructions as well as copies of the O&M Manuals referred to above.
- d. **Technical Training**
 - i. The Contractor shall provide Technical Training for a minimum two (2) of the courtroom personnel, designated by the COTR, who have received the above Operational Training. This additional training session shall cover the more technical aspects of all equipment used in the system. That session shall not exceed one (1) day in duration and scheduling must be approved by the Court. The goal is to provide sufficient training so that systems staff can perform advanced level troubleshooting.

SECTION C --PRESERVATION, PACKAGING, AND PACKING

C.1 JP3 Clause 2-45, Packaging and Marking (JAN 2003)

- (a) Preservation, packaging, and marking for all items delivered hereunder shall be in

accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the contract number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

- (b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices – e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

SECTION D --INSPECTION AND ACCEPTANCE

D.1 JP3 Clause B-2, Clauses Incorporated by Reference (JAN 2003)

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/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

<u>NUMBER</u>	<u>TITLE</u>	<u>Date</u>
2-5B	Inspection of Services	Jan 2003

SECTION E--DELIVERIES OR PERFORMANCE

E.1 JP3 Clause B-5, Incorporated by Reference (JAN 2003)

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/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

<u>NUMBER</u>	<u>TITLE</u>	<u>Date</u>
2-25A	Delivery Terms and Contractor's Responsibilities	Jan 2003
2-60	Stop-Work Order	Jan 2003

E.2 PERIOD OF PERFORMANCE

The period of performance for this contract is from September 21, 2007 to September 20, 2008. Contract options shall be exercised pursuant to Clause I.2, Option to Extend the Term of the Contract.

SECTION F — CONTRACT ADMINISTRATION DATA

F.1 JP-3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)

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/procurement/clauses.htm>

<u>NUMBER</u>	<u>TITLE</u>	<u>Date</u>
7-5	Contracting Officer's Technical Representative	Jan 2003
7-125	Invoices	Jan 2003

F.2 JP3 Clause 7-1, Contract Administration (JAN 2003)

- (a) The Contracting Officer and Contracting Officer's Technical Representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the Contracting Officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the Contracting Officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the Contracting Officer.

F.3 JP3 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:
 - Email:
 - 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.

SECTION G — SPECIAL CONTRACT REQUIREMENTS

G.1 JP3 Clause B-5, CLAUSES INCORPORATED BY REFERENCE (JAN 2003)

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/these address(es):

<http://www.uscourts.gov/procurement/clauses.htm>

<u>NUMBER</u>	<u>TITLE</u>	<u>Date</u>
1-1	Employment by the Government	Jan 2003

SECTION H — CONTRACT CLAUSES

H.1 JP3 JP-3 Clause B-5, Clauses Incorporated by Reference (AUG 2004)

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/procurement/clauses.htm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1-5	Conflict of Interest	Aug 2004
1-10	Gratuities or Gifts	Jan 2003
2-20C	Warranty of Services	Jan 2003
2-50	Continuity of Services	Jan 2003
2-55	Privacy or Security Safeguards	Jan 2003
2-90C	Option to Extend Services	Jan 2003
3-25	Protecting the Government's Interest when subcontracting with Contractors debarred, suspended or proposed for debarment. Covenant Against Contingency Fees	Jan 2003
3-35	Covenant Against Contingent Fees	Jan 2003
3-40	Restrictions on Subcontractor Sales to the Government	Jan 2003
3-45	Anti-Kickback Procedures	Jan 2003
3-50	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	Jan 2003
3-65	Limitation on Payments to Influence Certain Federal Transactions	Jan 2003
3-105	Audit of Records - Negotiations	Jan 2003
3-120	Order of Precedence	Jan 2003
3-205	Protest after Award	Jan 2003
6-40	Federal, State, and Local Taxes	Jan 2003
7-15	Observance of Regulations/Standards of Conduct	Jan 2003
7-20	Security Requirements	Jan 2003

7-25	Indemnification	Aug 2004
7-30	Public Use of the Name of the Federal Judiciary	Jan 2003
7-35	Disclosure or Use of Information	Aug 2004
7-85	Examination of Records	Jan 2003
7-110	Bankruptcy	Jan 2003
7-130	Interest (Prompt Payment)	Jan 2003
7-135	Payments	Jan 2003
7-140	Discounts for Prompt Payment	Jan 2003
7-150	Extras	Jan 2003
7-185	Changes	Jan 2003
7-210	Payment for Emergency Closures	Aug 2004
7-215	Notification of Ownership Changes	Jan 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	Jan 2003
7-230	Termination for Default - Fixed-Price Products and Services	Jan 2003
7-235	Disputes	Jan 2003

SECTION I — LIST OF ATTACHMENTS

Appendix A - Installation Schedule

Appendix B - Bid Spreadsheet

Appendix C - Request for Information

Solicitation, Offer and Reward - SF33

**SECTION J — REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

J.1 JP3 Clause B-5, Solicitation Provisions Incorporated by Reference (AUG 2004)

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/clauses.htm>

<u>PROVISION NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
3-15	Place of Performance	Jan 2003
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Jan 2003

J.2 JP3 Provision 3-5, Taxpayer Identification (JAN 2003)

Taxpayer Identification

- (a) *Definitions*
“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.
“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) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, 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) *Common parent*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent
Name _____
TIN _____

J.3 JP3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (JAN 2003)

- (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, 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; and
 - 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) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, 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 Section 1001, Title 18, United States Code.
- (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.

J.4 JP3 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 OFFERORS deletes or modifies paragraph (a)(2) of this provision, the OFFERORS shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure

J.5 JP3 Provision 3-130, Authorized Negotiators (JAN 2003)

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

Name: _____
 Titles: _____
 Telephone: _____
 Fax: _____
 Email: _____

SECTION K - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

K.1 JP3 Clause B-5, Solicitation Provisions Incorporated by Reference (AUG 2004)

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 OFFERORS is cautioned that the listed provisions may include blocks that must be completed by the OFFERORS and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the OFFERORS 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/clauses.htm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
3-10	Contractor Identification Number - Data Universal Numbering System (DUNS) Number	Jan 2003
3-80	Submission of Offers	Jan 2003
3-85	Explanation to Prospective Offerors	Aug 2004
3-90	Late Submission, Modifications and Withdrawal of Offers	Jan 2003
3-95	Preparation of Offers	Jan 2003
3-100	Instructions to Offerors	Jan 2003
3-110	Equal Offers or Quotations	Jan 2003
3-115	Facsimile Offers	Jan 2003
3-125	Acknowledgment of Solicitation Amendments	Jan 2003

L.2 JP-3 Provision 3-210, Protests (AUG 2004)

(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) any protest shall be filed in writing with the Contracting Officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract

protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

- (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
- (3) the protest shall include the following information:
 - (i) name, address, and fax and telephone numbers of the protester or its representative;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

*U.S. District Court
Sunday Heuser, Procurement Administrator
100 S. Clinton St.
PO Box 7367
Syracuse, New York, 13261-7367
(315) 234-8506*
- (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.

K.4 Inquiries

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER

THAN TEN CALENDAR DAYS from date of issuance of the solicitation document.

All correspondence relating to the solicitation document may be emailed to sunday_heuser@nynd.uscourts.gov or shall be submitted to:

*U.S. District Court - Northern District of New York
100 S. Clinton St.
PO Box 7367
Syracuse, New York 13261-7367*

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

K.5 General Instructions for the Preparation of Proposals

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

K.5.1 Proposal Instructions

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. District Court - Northern District of New York.

The Offeror shall provide One (1) original and one (1) copy of your Request for Proposal (RFP). The response must be bound together at the upper left hand corner only. Please do not include binders with your response.

K.5.2 Proposal Format

The Offeror's proposal shall consist of a Technical and Price Proposal. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

K.5.3 Proposal Contents

The offeror's proposal shall contain the following elements:

Pre-award submittals shall be provided as part of the bid process and shall include the following:

- i. Restatement of "Scope of Work" incorporating these criteria by reference.
- ii. A signed Statement of Compliance, see Appendix D.
- iii. A detailed schedule showing, for each piece of equipment, the offered make, model, quantity and proposed unit and total prices in spreadsheet format, See Appendix B.

- iv. Manufacturer's specification sheets for each proposed equipment substitution.

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

- i. Complete system construction and point to point wiring schematic drawings, including all component values and showing complete letter and number identification of all wire and cable as well as jacks, terminals and connectors.
- ii. Shop drawings of all panels, plates and designation strips, including details relating to terminology, engraving, finish and color.
- iii. Shop drawings of all custom designed consoles, tables, carts, support bases, and shelves.
- iv. Schematic drawings of all custom components, assemblies and circuitry.
- v. Shop drawings of all unusual equipment modifications.
- vi. Run sheets or field wiring details.
- vii. Patch panel assignment layout drawings.
- viii. Front elevation drawings of the modified equipment rack configuration.
- ix. All items of equipment whether a stock manufactured item or custom built shall be supported by complete and detailed schematic drawings and replacement parts lists. No "black boxes" or unidentified components shall be acceptable.
- x. A list of test equipment, giving make and model numbers to be used for all tests an acceptance testing, in spreadsheet format.

K.5.3.1 Part 1 - Cover Sheet

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

K.5.3.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)

The Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part the Technical/Price Proposal.

K.5.3.3 Part 3 - Assumptions, Conditions, or Exceptions

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

K.5.3.4 Part 4 - Technical Acceptability

In this section, offerors shall address the following:

The Contractor shall provide a audio enhancement system that is similar to currently installed Crestron control system and the audio system in NYND Courtrooms. The burden shall be on the Contractor to provide a Crestron control system and audio system functionality similar to currently installed Crestron systems in NYND Courtrooms. Specifically, control panels and functions shall be reviewed and approved by the COTR

The installation shall include everything necessary or incidental to complete the installation including but not limited to, receptacle plates, wire, electrical boxes, etc. The contractor shall furnish all necessary information to ensure that a proper system is installed that meets the design requirements and the operational requirements of the Court

K.5.3.5 Part 4 - Completed Section B

In this section, offerors are required to provide separate pricing for each Contract Line Item Number in Section B of the solicitation. Format of the pricing should be similar to the example provided in Appendix B. All proposed pricing shall be firm fixed-price - open market/best price.

K.5.4. Proposal Submission

The Offeror shall submit the entire original solicitation package to the following address no later than **September 14, 2007, 5:00 p.m. EST** to:

If hand-delivered or delivery service:

Sunday Heuser, Contracting Officer
U.S. District Court
100 South Clinton St.
7th Floor
Syracuse, New York 13261

If using U.S. Postal Service:

Sunday Heuser, Contracting Officer
U.S. District Court
100 S. Clinton St.
PO Box 7367
Syracuse, New York 13261-7367

Proposals received afer this date and time will be considered late.

SECTION L -- EVALUATION FACTORS FOR AWARD

L.1 Evaluation of Proposals

L.1.1 General

The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

L.1.1.2 Evaluation Approach

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability and lowest price.

L.2.1.2.1 Technical Acceptability Evaluation

To be considered technically acceptable, the proposal shall be evaluated for the ability to meet requirements listed in Section C.

L.2.1.2.3 Price Evaluation

The offeror's proposed prices will be evaluated for lowest cost.

L.3 Contract Award

The Government intends to award a single contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the technically acceptable lowest cost to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal and price.

Appendix A - Installation Schedule

The schedule below is an example of the installation schedule that should be used for this project. The vendor shall provide a *proposed* installation schedule substantially similar to the one provided here:

Pre-Award Schedule

RFP to AV Contractors - August 13, 2007

Scheduled AV Contractor site visits - September 6, 2007

Proposals due - September 14, 2007

Bid Review & Revision - September 17, 2007 to September 21, 2007

Bid Award - On or before September 24, 2007

Post Award Schedule

Contractor Submittal process - Complete by November 2, 2007

Submittal review - Complete by November 9, 2007

Contractor Procurement:

Begin November 15, 2007

Complete by December 14, 2007

Cabling installation:

Begin January 14, 2008

Complete by January 18, 2008

Equipment installation:

Begin January 28, 2008

Complete by February 1, 2008

Training Plan submittal - Complete by February 8, 2008

Training plan review - Complete by February 15, 2008

System installation deadline, **February 1, 2008**

Punch list resolution - February 15, 2008

Training - February 18, 2008

System Acceptance Review - February 29, 2008

Appendix B - Bid Spreadsheet

The vendor shall provide a bid spreadsheet substantially similar to the one provided here.

Courtroom Audio Enhancement System					
Single CD/MP3 player	Denon DN-C615		1		
Digital Telephone Hybrid	LEC DMTH4		1		
4-CH Amplifier 80w/ch 70/100	Ashley TRA-4150		1		
16x12 Digital Matrix Processor	LEC DM1612		1		
Ceilings speakers			12		
FTR Mixer	DMX 8		1		
Infrared reciever(headsets)	Sennheiser HDI302				
Charger strip	Sennheiser HDi1029				
Interpreter Control	QTM 1952		1		
Headphone amp	RDL ST-SH2		1		
Infrared emitter	Sennheiser SZI1015W		2		
Headphones	Sennheiser HD25SP-1				
Microphones	Shure MX418DC		2		
Microphones	Shure MX412DC		4		
Microphones	Shure MX3930		1		
	Equipment Subtotal				
miscellaneous equipment & wiring					
audio enhancement system labor					
	Audio System Total				

Courtroom Control System					
Control Processor	Crestron Pro2		1		
Control Touchscreens	Crestron TPS-3000		2		
Crestnet control wire					
Power controller	SurgeX SX20NERT				
Rackmount power controller	SurgeX SX115RT				
	Equipment Subtotal				
miscellaneous equipment & wiring					
control system programming					
control system labor					
	Control System Total				
Travel Costs					
Equipment, Labor and Travel		Grand Total			
Optional Maintenance	Year 1			warranty	
	Year 2				
	Year 3				
	Year 4				

Appendix C - Request for Information

1. Contractor:		5. RFP Number: USDC-Plattsburgh GJ/CR#(1)-8-13-09	
2. Address:		6. Task Order:	
3. Telephone:		7. Court POC: Sunday Heuser, Contracting Officer	
4. Facsimilie:		8. AOPM:	
9. Project Name:			10. RFI #
11. Project Location: The Gateway Plattsburgh, 14 Durkee Street, Plattsburgh, NY 12901	12. Date of Request:		13. Date Response Required (5 bus. days min)
14. Description of RFI:			
15. As-built sketches enclosed:	16. Specification Paragraph Reference:	17. Drawing Reference:	
18. Contractor's Recommendation:			
19. Cost Impact:		20. Schedule Impact:	
21. Subcontractors Affected:			
22. Subcontractors Coordinated with:			
23. Submitted by:			
24. Response			
25. Respondent:		26. Date of Response:	

Appendix D - Statement of Compliance

The firm fixed price proposed here-in includes all materials, labor, transportation, engineering, travel and costs required to provide and complete an operation system as outlined in the scope of work statement and conforming to the design concept and intent as described in the Specifications.

Name

Title

Date

Company