Request for Quotation (RFQ)

RFQ Number: IT072017-2
Request Date: August 3, 2017

The Unites States Bankruptcy Court is requesting **OPEN MARKET** quote submissions for support services of our Video Teleconferencing Courtrooms (VTC) and to perform controller upgrades. Please use the attached quote sheet when sending the Court your submission. Details are listed in the attached Statement of Work (SOW).

PROPOSALS ARE DUE BY 4:00PM eastern time, August 10, 2017. Proposals received after this date and time will be considered late. Proposals may be mailed to my attention at the Columbia address or emailed to Mark_Tyan@scb.uscourts.gov.

Please contact the Contracting Officer Mark Tyan, at (803)765-5042 or Mark_Tyan@scb.uscourts.gov regarding technical questions.

Sincerely,

Mark Tyan
Contracting Officer

SOW for Courtroom Maintenance Program and Courtroom Controller Upgrade

U.S. Bankruptcy Court for the District of South Carolina

I. Background Information

The main office for the U.S. Bankruptcy Court for the District of South Carolina is located in Columbia with divisional offices located in Charleston and Spartanburg respectively. Each courtroom supports video conferencing, teleconferencing, and video evidence presentation services. This technology is utilized in each courtroom on a daily basis, therefore it is crucial that the equipment be functional at all times.

<u>This SOW contains two distinct parts</u>: The first part is for support services and the second part is for performing a controller upgrade. The SOW is being combined to incorporate these into a single SOW. The reason for this is due to the difficulty in finding an audio visual company in the industry that will provide a maintenance agreement and allow another company to perform an upgrade while under such agreement. The Court is requesting **Open Market** Pricing for both parts of this SOW.

II. Purpose and Objective

The Court requests to have a Maintenance Program implemented to assist with maintenance and troubleshooting. There are **3** courtrooms that will be covered by this Courtroom Maintenance Program upon conclusion of the original installation warranty which will expire on **August 9, 2017**. Each courtroom is located in Columbia, Charleston, and Spartanburg respectively. This Maintenance Program will be a labor-only maintenance agreement on the systems specified for the term of one year with the option to renew annually.

The Court's existing audio controllers in these locations are reaching end of life and are no longer covered by a manufacturer warranty. The court requests to have the Courtroom Controller upgraded from our existing Crestron CP2E controllers to a newer controller. There are **3** total courtrooms that will receive a new controller. Each courtroom is located in Columbia, Charleston, and Spartanburg respectively. Additionally, a fourth courtroom, which is located in Columbia, will receive a new touch panel upgrade. These upgrades listed above will require additional programming changes. The Court will provide the source code along with as-built diagrams for each Courtroom mentioned in the SOW which will be sufficient for both the Courtroom Maintenance Program and the Controller upgrades.

III. Requirements

III A. Courtroom Maintenance Program

- Courtroom Maintenance Program will cover all service calls for the following Court Locations:
 - Columbia (Third Floor Hearing Courtroom 1100 Laurel Street, Room 318, Columbia, South Carolina 29201)
 - Charleston (Charleston Courtroom 145 King Street, Room 225, Charleston, SC 29401)
 - Spartanburg (Spartanburg Courtroom 201 Magnolia Street, Room 103, Spartanburg, South Carolina 29306)

- Maintenance Program at minimum will include that a technician will be dispatched and be onsite
 within 48-hours from when the Court places a support call (conditional based on Court schedule and
 courtroom availability). The Court will be provided a support number to call that will be answered
 during the hours of Monday-Friday from 8AM 5PM ET.
- Methods of contact shall include phone/fax/email.
- Maintenance Program should have documented after hours and emergency rates.
- Bi-annual preventative maintenance/checkup visits must be performed for <u>each</u> Court location (to be scheduled in advance) with a checklist or summary of results provided to the Court upon completion of service.
- Maintenance Program <u>will not</u> include hardware replacement costs for physical devices that are found defective and need replacement.
- Any changes that affect the Programming of any system during the Courtroom Maintenance program must be provided to the Court.

III B.Courtroom Controller Upgrade

- Replacement of existing Crestron CP2E controllers in each Court Location listed herein.
- New controllers will be installed and configured for the following Court Locations:
 - Columbia (Third Floor Hearing Courtroom 1100 Laurel Street, Room 318, Columbia, South Carolina 29201)
 - Charleston (Charleston Courtroom 145 King Street, Room 225, Charleston, SC 29401)
 - Spartanburg (Spartanburg Courtroom 201 Magnolia Street, Room 103, Spartanburg, South Carolina 29306)
- Upgrade touch panel in **Columbia** (Third Floor Main Courtroom Room 304) and perform additional programming as needed for the new touch panel to function with the existing equipment.
- Perform additional programming as required in each location to provide for full functionality and cross compatibility with the new controllers and must be compatible with existing installed hardware.
- Any changes that affect the Programming of any system during the controller or touch panel upgrade must be provided to the Court.
- The Court will provide the information required to take advantage of any extended warranties offered by the various audio visual equipment manufacturers for government installations providing there is no additional costs to the Judiciary.

IV. Pre-Existing Agreements

Existing Courtroom Warranty will expire on August 9, 2017

V. Exercise Option

The Court may choose to exercise the option to renew the Courtroom Maintenance Program for up to four (4) years from the date of the award (Supplemental Judiciary Clauses 2-90D - Options to Extend Terms of Contract - April 2013). The optional years will only be exercised based on future FY funding, supported budget, and Court needs.

VI. Evaluation Factors

The award will be made based on the **lowest priced, technically acceptable** solution offered to the Court. Criteria used to determine 'technically acceptable' will be:

- 1. After-hours and emergency rates;
- 2. Support Call Response Window;
- 3. Support Call Hours;
- Preventative Maintenance trips;
- 5. Controller replacement compatibility with existing implemented hardware;
- 6. Touch panel replacement compatibility with existing implemented hardware; and
- 7. Other component changes to perform upgrades (court wants to keep this to a minimum).

VII. QUOTE INSTRUCTIONS

- Vendor shall fill out the attached quote sheet in its entirety.
- Vendor shall state whether their response to this RFQ meets the requirements. If the
 response fails to comply with any aspect of the SOW, the vendor will clearly indicate
 what sections of the SOW they cannot comply with.
- Responses shall be emailed to <u>Mark Tyan@scb.uscourts.gov</u> or mailed/hand delivered to:

U.S. Bankruptcy Court
District of South Carolina
J. Bratton Davis

J. Bratton Bavis

U.S. Bankruptcy Courthouse

1100 Laurel Street

Columbia, South Carolina 29201-2423

Attention: Mark Tyan

PROPOSALS ARE DUE BY 4:00PM eastern time, August 10, 2017

VII. QUOTE SHEET

- 1. Please provide your standard service rate along with any after-hours and emergency rates (if applicable). Is there a minimum time rate required for service? For example, do you charge for a minimum amount of time (i.e. 1 hour) per incident? Does this rate change for after-hours or emergency service?
- 2. What is the estimated time required for you to travel to each court location?
- 3. Please provide your standard business hours, and methods of contact for service and support.
- 4. Do you meet the requirements to perform the minimum bi-annual maintenance service at each location? Does your submission include any other trips or visits to our court locations not reflected in this quote?
- 5. What methods do you employ in regards to maintaining compatibility with existing equipment?
- 6. Does your recommended replacement meet compatibility and industry standards based on our attached drawings document?
- 7. What additional components do you foresee will be needed based on our provided information?

Please indicate any additional information the court needs to know in reference to your response. This includes both technical and non-technical items discovered during your review of the quote.

RFQ CLAUSES AND PROVISIONS

B-5 Clauses Incorporated by Reference (SEP 2010)

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

Clause 2-35, F.O.B. Destination, within Judiciaries Premises (JAN 2003)

Clause 2-55, Privacy or Security Safeguards (JAN 2003)

Clause 2-80, Judiciary Property (JAN 2003)

Clause 2-140, Judiciary IT Security Standards (APR 2013)

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

Clause 7-25, Indemnification (AUG 2004)

Clause 7-55, Contractor Use of Judiciary Networks (JUN 2014)

Clause 7-70, Judiciary Property Furnished "As Is" (APR 2013)

Clause 7-95, Contractor Inspection Requirements (JAN 2003)

Clause 7-115, Availability of Funds (JAN 2003)

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

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

Provision 2-70, Site Visit (JAN 2003)

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

Provision 2-100, Brand Name or Equal (APR 2013)

Provision 3-5, Taxpayer Identification And Other Offeror Information (APR 2011)

1. (a)Definitions.

[&]quot;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.

- 2. (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.
- 3. (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.

4.	d)Taxpayer Identification Number (TIN):
4.	d) raxpayer identification Number (Till).

- 1. []TIN has been applied for.
- 2. []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;
 - 2. []Offeror is an agency or instrumentality of a foreign government;
 - 3. []Offeror is an agency or instrumentality of the federal government.
- 5. (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
- 6. (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.

Provision 3-220, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)

1. (a)The offeror shall check following certification:

CERTIFICATION

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

- (1)The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- 2. (2)The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price,

- established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- 3. (3)Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- 4. (4)The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b)Certification by the offeror as to its compliance with respect to the contract also constitutes
 its certification as to compliance by its subcontractor if it subcontracts out the exempt services.
 If the offeror certifies to the conditions in paragraph (a) of this provision then <u>Clause 3-160</u>,
 <u>Service Contract Act of 1965</u>, as amended, will not be included in any resultant contract to this
 offeror.
- 3. (c)If the offeror does not certify to the conditions in paragraph (a) of this provision—
 - (1)Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and
 - 2. (2)The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- 4. (d)The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.





























