

**SUPERIOR COURT OF
ISLAND COUNTY**

REQUEST FOR PROPOSAL

AUDIO VISUAL EQUIPMENT & INSTALLATION

PROPOSALS DUE BY

May 29, 2010

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Island County Superior Court (“Court”) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for audio/visual and remodeling solutions for one courtroom.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

I. Introduction

- Summary of the Intended Procurement

II. Procurement and Evaluation Process

III. Proposal Format and Content

IV. Statement of Work

1.3 Project Overview

The Court is requesting proposals from highly qualified vendors with expertise in providing audio/visual equipment.

The Court intends to award a contract to a vendor that is able to perform an internal equity study as further described in Section IV of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

No.	EVENTS	Key Dates
	Issue RFP	May 8, 2010
2	Deadline for Proposer Requests for Clarifications or Modifications	May 15, 2010
3	Proposal Due Date and Time	May 29, 2010
4	Potential Interviews (estimated)	June 2010
5	Negotiations (estimated)	June 2010
6	Notice of Intent to Award (estimated)	June 2010
7	Notice of Award (estimated)	June 7, 2010
8	Pre-Installation Meeting (estimated)	Week of June 7th

The RFP and any addenda that may be issued will be available on the following website, referred to individually and collectively as "Island County Website" www.islandcounty.net "Requests for Proposals" section.

2.1.1 Contact List

Court Contracting Officer: Michael Merringer, Superior Court Administrator

POB 5000
Coupeville, WA 98239
michaelm@co.island.wa.us

Project Manager: Cathy Caryl, Central Services Director
cathyc@co.island.wa.us

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the Washington Public Records Act should not be included in the vendor's proposal as it may be made available to the public.** If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

2.2.1 Potential Pre-proposal Conference

It may be necessary to have a pre-proposal conference, as numerous questions may be received. If a pre-proposal conference is required, the Court will notify all potential proposers of the time, date, and location by providing notice to potential proposers or, if identified in Section 2.1, the notice will be posted on the Island County website "Request for Proposals" section.

If a pre-proposal conference is required, the Court will prepare a summary of questions and answers from the pre-proposal conference, as an addenda, which will be posted on the Island County website "Request for Proposals" section.

In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a pre-proposal conference participant must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted on the Court website indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Project Manager via the submittal contact. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Project Manager will provide a copy of the questions to potential proposers or, if appropriate, post a copy of the questions and the Court's responses on the Island County website "Request for Proposals" section.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Island County website "Request for Proposals" section.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response. Vendor may direct any contact to the submittal contact listed in Section 2.1.1.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or, if identified in Section 2.1, by posting an addendum on the Island County website "Request for Proposals" section. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 for the Submittal Contact:

Provide an original and four (4) copies of the technical proposal. The technical proposal includes: Executive Summary, as required in Section 3.1; Company and Subcontractor Information, as required in Section 3.2; Company Profile and Locations, as required in Section 3.3; Experience and Qualifications, as required in Section 3.4; Technical Approach and Methodology, as required by Section 3.5, of this RFP. The proposal must be signed by an authorized representative of the vendor, and include the name, title, address, and telephone number of one individual who is the vendor's designated representative. The original and copies of the technical proposal must not include any pricing information and must be submitted in a separate sealed envelope marked "Technical Proposal," along with the RFP number and the proposer's name.

Provide an original and four (4) copies of the cost/fee proposal, as required by Section 3.6 of this RFP, signed by an authorized representative of the vendor. The original and copies of the cost proposal must be submitted in a separate sealed envelope marked "Cost Proposal," along with the RFP number and the proposer's name.

Provide one set of the proposal on two compact disks (CD): one CD shall contain the technical proposal (not copy protected) in MS Word or

PDF format; and a second CD shall contain the cost/fee proposal in MS Word, MS Excel, or PDF format (not copy protected). Each CD shall be in a separate sealed envelope labeled "Technical Proposal – CD" or "Cost Proposal – CD", as applicable, along with the RFP number and the proposer's name.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Contracting Officer Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. **The cost proposal must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal" and the proposer's name.**

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. **Late proposals will not be considered.**

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the Court prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Contracting Officer Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawal offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and fax numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or, if identified in Section 2.1, post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court

can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make

no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information. Although the Court would prefer to award one vendor for this project, the Court reserves the right to award multiple vendors to perform the services requested.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be dropped off leaving a unit price of \$0.5672 each.

2.5.4 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.5.5 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified.

Proposals offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the

referenced brand. Unless a proposer specifies otherwise, it is understood that the proposer is offering a referenced brand item as specified in the solicitation. The Court reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the Court may require the supply of additional descriptive material and a sample.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	Three or more years experience working with government entities/public sector customers.
2	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of Washington or Federal Government.
3	Vendor must have all licenses, bonds, certifications required by the State of Washington to perform requested services.
4	Three years of electronic multimedia design and installation experience at a level consistent with the scope and requirements of this project. Successful completion of similar project within the past three years for a similar site that is still in operation is preferred.
5	Financially sound with a documented ability to expand service levels as requested by the Court.

The proposer must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the Court. "Best Value" means achieving an appropriate balance between price and other factors key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the "Best Value" criterion. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost/Pricing factors
- b. Ability to meet timing requirements to complete the project
- c. Experience on similar assignment
- d. Understanding of work to be performed
- e. Credentials of staff to be assigned to the project
- f. References

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment is made based upon completion of tasks as provided in the contract between the Court and any selected vendor. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

2.8.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Court Contracting Officer listed in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract to the Contracting Officer. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Statement of Work set forth in Section IV and provide a certificate of insurance in conformance with the requirements set forth in section 3.7.1 within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and fax numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for

a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process

outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Court Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Contracting Officer within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- The decision of the Court Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and fax numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Contracting Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Contracting Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

3.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and authorized signature, as required in Section 2.4.5.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing with experience in providing audio/visual equipment. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime subcontractor and the Subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. Annual contract value of the vendor's three (3) largest contracts for similar services in the past three (3) years.
- i. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address.
- b. Federal tax identification number. Note that if the subcontractor is a sole proprietorship using its social security number, the social security number will be required prior to finalizing a contract.
- c. If incorporated, identify the state of incorporation.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.

3.3 Company Profile and Washington Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its Washington locations.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

3.4.2 Subcontracts

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Vendor shall provide a project plan that describes how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following: Description of

- Consulting Team structure and role
- Communication process between the Court and vendor
- Initial Training
- Time Schedule
- Development Plan

3.5.2 Contact Process

Describe the contact process and the various options available (Email, Internet, telephone, fax, etc.).

3.5.3 Customer Service

Describe the level of customer service that will be provided including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered equipment
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

3.5.4 Reports

Vendor shall provide a regular status report (if applicable) of the project during the project implementation time line.

3.5.5 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)
- Examples of invoices currently in use

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or most favorable comparable rates.

3.6.2 Pricing and Price Adjustments

Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, licensing fees (if applicable), travel expenses and other costs or expenses incidental to the vendor's performance.

The Court is not exempt from Federal Excise taxes. In addition, the Court will pay for any applicable State of Washington or local sales or use taxes on the products provided or the services rendered. No

payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposer's response will be valid for a minimum of one year after any resulting contract is signed. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the Court if the contract is renewed after the initial term. The proposer must explain the proposed process to implement price changes, and how the Court will be notified.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms

- W-9
- Certificate of Liability Insurance for no less than \$1,000,000

IV. STATEMENT OF WORK

4.1 Description of Services to be Provided

4.1.1 General Overview

The Court has received funding to upgrade the technology in one Courtroom. The Court is in need of an audio/visual solution. Although the Court would prefer to award one vendor for this project, the Court reserves the right to award multiple vendors to perform differing parts of the services requested.

- a. The contractor shall furnish all equipment and materials, whether specifically mentioned herein or not, to ensure a complete and operating system.
- 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. After award, 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 Court Project Manager 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 system. The Contractor shall provide (or subcontract for) the on-site installation and wiring of the system, and shall provide ongoing supervision and coordination during the installation phase.
- e. The Contractor shall be responsible for the initial adjustment of the systems and shall provide all test equipment for the system acceptance testing and shall provide all test results in writing to the

Court at the time of final acceptance testing.

- f. The Contractor shall provide a minimum one (1) year warranty.

4.1.2 Services/Products to be Provided

4.1.2.1 Products for Courtroom

The contractor will provide a turnkey media system to include equipment, installation, warranty, extended maintenance and training. Courtroom will include an audio system, multimedia presentation, display capabilities and control system.

At a minimum the system should include:

Vendor provided Podium/Evidence cart supporting the following:

- Low drop down table top for ADA consideration
- Design to accommodate existing Document camera and up to (4) additional devices.
- Display outputs for DVD, VCR playback as well as five (5) fixed inputs for additional devices, including PCs and document cameras.
- One (1) fixed input for a dedicated rack mounted PC as part of the podium design.
- Podium millwork stain to match that of Courtrooms existing millwork.
- Touch Panel Control to automate the operation of all equipment.
 1. Control system functions to include but not necessarily be limited to Microphone control & muting, phone conference dialing, wall displays on/off, source selection and routing to required displays, VCR/DVD control.

Re-Design of Court Reporter area.

Vendor will provide options to optimize space in the center of the Courtroom by moving court reporter desk

Replacement of Juror chairs:

Vendor will provide options for replacement of 14 Juror chairs.

Additional Equipment and Requirements:

- Ensure all program and voice reinforcement audio will be routed through an audio mixer/amplifier and heard through existing ceiling speakers.

- Provide and install (2) microphones, placed at podium and along the front jury railing to ensure complete pick up of spoken audio within the front section of the courtroom.
- Automate audio mixing for appropriate sound levels.
- Control video playback of evidence and information from a variety of pre-recorded sources.
- Existing microphones within the courtroom area will be integrated into this upgraded audio system.
- VCR/DVD device that supports DVD-Video, DVD-RAM, DVD-1, CD, CD-R/RW, Video CD, MP3 and JPEG.
- Capability to mute all audio and video evidence displays with one button in emergencies from Bench, Podium or Clerk.
- Provide the Jury with the information they require, the Gallery with information they are permitted, and the legal teams the additional capabilities they need such as:
 1. One PC connection on Prosecutor table and one PC connection on defendant table to be integrated into AV system.
 2. Strategically placed thin-mount, video display stations for full viewing coverage within the jury box. Audio will be heard via speakers within each jury box display device. Control of the jury box feeds shall be routed through and programmed into the control system residing at the podium.
 3. (2) 46" LCD or Plasma displays, wall mounted, for audience viewing including retracting angle mounts. Control of the display feeds shall be routed through and programmed into the control system residing at the podium.
 4. (2) 46" or larger LCD or Plasma displays mounted on opposite walls in main Courtroom. Control of the display feeds shall be routed through and programmed into the control system residing at the podium.

4.1.2.2 Miscellaneous Equipment and Requirements

Contractor shall provide an itemized list of any miscellaneous equipment required to complete the successful installation of the above mentioned systems.

This list should include, but is not limited to:

1. Video Cables
2. Video Connectors and Terminations
3. Audio Cables

4.1.2.3 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.

4.1.2.4 Pre-Installation

- 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 Contractor's Technical Representative, Contractor, Contractor's Project Manager, the Court Project Manager, Court Technical Staff, and any other subcontractors whose work requires coordination with this work.
- b. A Conduit/Wiring Analysis shall be conducted at the Pre-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/or 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.

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. Drawings of all panels, plates and designation strips, including details relating to terminology, engraving, finish and color.

- iii. Drawings of all custom designed consoles, tables, carts, support bases, and shelves.
- iv. Schematic drawings of all custom components, assemblies and circuitry.
- v. Drawings of all unusual equipment modifications.
- vi. Run sheets or field wiring details.
- vii. Patch panel assignment layout drawings.
- 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 unidentified components shall be acceptable.
- x. A list test equipment, giving make and model numbers to be used for all tests in spreadsheet format.

4.1.2.5 General Installation

- 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 Contractor's installation project manager 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, and any other authority having jurisdiction. Where a conflict occurs, follow the most stringent requirements.
- 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 Court Project Manger. Modifications shall not commence without written approval from the Court Project Manager.
- 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 equipment shall be firmly secured in place unless requirements of portability dictate otherwise.

h. Fastenings and supports shall be adequate to support their loads.

i. All boxes, equipment, etc., shall be secured plumb and square.

j. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.

k. Terminate all unused inputs to switches.

l. 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.

4.1.2.6 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.

b. 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.

c. Contractor shall ensure that all visual and control cables are neatly dressed with split loom tubing or equivalent for pleasing appearance and safety.

d. All inter-rack cabling shall be neatly strapped, dressed, and adequately supported.

e. Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles, or equipment modules.

f. All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed.

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

g. 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 Project Manager. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.

h. 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.

i. 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.

j. Provide temporary protection of cables before termination. Cables shall not be left lying on the floor. Bundle and tie wrap to provide protection.

4.1.2.7 System Performance Test and Adjustments

Test Plan

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.

The test plan shall be submitted to the Project Manager for approval in accordance with an agreed upon schedule.

The test plan shall identify each individual tests to be performed and the test equipment and methods to be used.

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.

Cabling Tests:

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

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.

4.1.2.8 System Check

Before Acceptance Tests are scheduled, the Contractor shall perform their own system check. Contractor 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 indicated by the Court Project Manager. 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 Court Project Manager during the System Acceptance Tests.
 - (1) Upon completion of the tests and necessary adjustments, submit two copies of a written report presenting test results, including numerical values of all measurements, for review by the Court Project Manager 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
- 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 Court Project Manager.

4.1.2.9 System Acceptance

Upon approval of the Contractor's "System Check" report and at a time set by the Court Project Manager, demonstrate to the Court Project Manager that the final system adjustments and tests meet the performance requirements.

The Contractor shall provide all labor, materials, tools, and measurement equipment necessary for these demonstrations, tests, and adjustments.

The Contractor's representatives performing these tests must be thoroughly familiar with all details of the system. The test team must include the Contractor's Project Manager and other staff in charge during the course of the installation work.

Contractor is responsible for all costs incurred to satisfy criteria requirements.

System Acceptance Tests will not be performed until the Contractor's System Check has been completed. The System Acceptance Tests will be supervised by the Court Project Manager 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, in accordance with the Contractor's test plan, 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 Court Project Manager at this time. (One complete set shall have been delivered to the Court Project Manager or designee 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 Court Project Manager.

4.1.2.10 Training

Scheduling of all training sessions must be approved by the Court Project Manager.

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 Court. All training shall take place after the Court takes possession of the system, at a time convenient to the Court.

Operational Training

- i. The Contractor shall provide on-the-job training by a suitably qualified instructor, to personnel designated by the Court, 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 on a schedule agreed upon by Courts and Contractor.
- 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 Manuals referred to below.

Technical Training

- i. The Contractor shall provide Technical Training for a minimum two (2) of the courtroom personnel, designated by the Court, 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 Project Manager. The goal is to provide sufficient training so that systems staff can perform advanced level troubleshooting.

4.1.2.11 Required Documentation Post-Installation

Post-Installation documentation shall include, but not be limited to, the following:

- 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 have no understanding in using the courtroom system.
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. 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.

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 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.

vi. Provide simplified one (1) page instructions in a laminate protector.

vii. Provide two (2) copies of all control software programming 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.

4.1.3 Delivery Requirements and Shipping Costs

Delivery shall be made as required on an individual Purchase Order or a blanket Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the Court placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight

elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the Court.

The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

4.1.4 Packaging

All products must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Court's Purchase Order number.

4.1.5 Defective Products

Any product found defective will be returned to the vendor at vendor's expense and replaced free of charge. Vendor shall supply pre-paid mailing labels, or shall pick up defective product name(s) at the Court's location. Defective product shall be replaced or monies refunded within three (3) working days after the vendor is notified.

4.1.6 Rejection of Goods and Acceptance of Service

The vendor will arrange for the return of all miss-ordered, miss-shipped, returned, or damaged items at no cost to the Court. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the Court for the return of any miss-ordered, miss-shipped or damaged items.

4.2 Invoicing

Prior to processing any invoice, a W-9 form must be filled out and received by the Court. All invoices must include: Company name and address, invoice number, Purchase order, itemized billing information and amount due including applicable taxes.