

REQUEST FOR PROPOSAL

COURTHOUSE AUDIO VIDEO AND VIDEO ARRAIGNMENT SYSTEM



DECEMBER 17, 2015

BRUNSWICK COUNTY, NORTH CAROLINA

PREPARED BY:
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1. Project Summary

1.1. The purpose of this RFP is to provide a Courtroom Audio Video solution with support for remote Video Arraignment in 3 of Brunswick County’s courtrooms. Detailed requirements are contained in Exhibit A

1.2. Timeframes

1.2.1. Work should be scheduled to begin within 2 weeks of bid acceptance and project completion on or before March 31 2016.

1.3. How to respond and what to include

1.3.1. Bid proposal materials should be delivered to:

Mail:	Travis Amstuz Brunswick County MIS P.O. Box 249 Bolivia, NC 28422
Hand Delivered:	Travis Amstuz David R. Sandifer (Administration) Building 2 nd Floor Rm 223 30 Government Center Dr SE Bolivia NC 28422

1.3.2. Include an overview of the company with specific references to any supplemental materials (where applicable) and references with contact information for at least 2 current or former clients.

1.3.3. Include a signed copy of the acceptance of terms letter Exhibit D.

1.3.4. Include 3 copies of your detailed proposal

1.3.5. Include a detailed extended warranty proposal with pricing.

1.3.6. Place the content in a sealed envelope and clearly mark **“Courthouse Video Arraignment Proposal”** on it.

1.4. Price Proposal

1.4.1. Bid must include a detailed breakout of all equipment needed.

1.4.2. Detailed pricing for all listed equipment

1.4.3. A detailed description of the system configuration and system function.

1.5. Walk-Thru

- 1.5.1. A Walk-Thru will be conducted on December 29th at 2:30 pm EST. RSVP to travis.amstuz@brunswickcountync.gov prior to December 29th. Questions and Answers will be posted on the BrunswickCountyNC.gov website with this RFP.

1.6. Project Question and Answers

- 1.6.1. All questions and answers submitted regarding this RFP will be posted until bid cutoff on January 6th at 5:00 p.m. EST. Questions must be submitted to travis.amstuz@brunswickcountync.gov via email. These will be posted along with the corresponding answers on the BrunswickCountyNC.gov website.

1.7. Bid Cutoff Date: January 6th at 5:00 pm EST

2. General Requirements

- 2.1. The Contractor acknowledges that Brunswick County Government will rely on Contractor's ability, expertise and knowledge. Contractor shall be obligated to exercise the highest standard of care in performing its obligation.
- 2.2. The Contractor will direct its personnel to respect and abide by the authority of Brunswick County Government and/or its consultants on all matters related to the Contractors operation at the Site, including but not limited to: Use of site resources such as elevators and loading docks, and the coordination of same; Connection to and use of utilities; Safety issues; Trash removal and site cleanliness; Site security.

3. Standards

- 3.1. The Contractor must be appropriately licensed
- 3.2. System must meet and pass State Approval Guidelines as described in Exhibit B
- 3.3. The Contractor's staff shall adhere to OSHA work site regulations and any other federal, state local laws and ordinances, and Contractor will be responsible for fines or other penalties resulting from any violation thereof.
- 3.4. The complete system material, equipment testing, installation and workmanship shall comply with requirements of:
 - 3.4.1. ANSI/EIS/TIA-568 and 568A latest revision for Commercial and Industrial Building Wiring Systems.
 - 3.4.2. Applicable local municipality codes.
 - 3.4.3. Manufacturer's recommendations for the respective equipment.

- 3.5. Installation of all equipment, devices, spliced, terminations, cables, etc. shall comply with manufacturer's recommendations.
- 3.6. The Contractor must have appropriate insurance as described in Exhibit C
4. Materials, Equipment and Work Methods
 - 4.1. The Contractor will use AMX or Crestron control and switching equipment
 - 4.2. The Contractor shall make no penetration of floors, wall or ceilings without the prior consent of Brunswick County. Where penetrations through acoustical walls, fire rated walls or other walls for cableways are required, the Contractor shall properly seal penetration in compliance with applicable codes.
 - 4.3. The Contractor will provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire, miscellaneous grounding and support hardware, etc. necessary to facilitate the installation of this project.
 - 4.4. It shall be the responsibility of the Contractor to furnish any special installation equipment or tools necessary to properly complete the project. This may include, but is not limited to, tools for terminating cables, testing and splicing equipment for copper/fiber cables, communication devices, jack stands for cable reels, or cable wenchers.
 - 4.5. At the completion of the project, the Contractor shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the service provided under this contract. All clean up and removal noted above will be by the Contractor and at no cost to Brunswick County Government. If the Contractor fails in its duties under this paragraph, Brunswick County Government may, upon notice to the Contractor, perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Contractor. In any event, it shall be the Contractor's responsibility to remove trash from the areas it is working in and remove all related trash from the worksites.
 - 4.6. The Contractor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations, according to Brunswick County Government at the time of delivery. No labels will be written by hand. Machine labeling shall be used on all information outlets, patch panels, punch blocks, feed cables, etc.
 - 4.7. The Contractor shall 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.
5. Project Management

- 5.1. The Contractor will appoint a project manager. The manager will provide a project status update to Brunswick County Government each week and will provide an updated schedule of work completed and in progress.
 - 5.2. An initial planning meeting will be held after award of contract to finalize the installation schedule. This schedule shall include, but not limited to: Start and completion dates for each step, event or activity of the week; List of key decisions required and dates for final decisions by Brunswick County Government. Scheduling of courtroom access will be established with the Clerk of Courts office and all work being performed by the contractor must not interfere with or interrupt court proceedings.
6. Estimates and Work Authorization
 - 6.1. Estimates for work to be performed will be fixed price bids. All specifications, bill of materials, assumptions and constraints for the work to be performed at the quoted price will be documented by the Contractor and supplied with the price list.
 - 6.2. Changes in price must be documented and approved in writing prior to the work being performed.
 - 6.3. All work must be authorized in writing before purchases or work is to be performed.
7. Delivery Acceptance and Warranty
 - 7.1. Once all work has been completed, successful post-installation testing which yields 100% pass rating, test documentation has been submitted, Brunswick County Government is satisfied that all work is in accordance with contract documents, and an end user training session on the use of the system has been held; Brunswick County Government shall notify Contractor of formal acceptance of the system.
 - 7.2. Contractor shall warrant installation against all product defects, and that all approved cabling components meet or exceed the requirements of TIA/EIAA-568A, TIA/EIA-568A-A5 for a period of 20 years.
 - 7.3. A warranty must be included that will cover materials and labor for a period of one year.
 - 7.4. An option to extend the warranty for a term of 2 to 5 years.
8. Installation Requirements
 - 8.1. The Contractor will provide all material, equipment, supervision, etc. as required to furnish and install a complete video arraignment and media solution.
 - 8.2. All terminating backboards, patch panels, connecting cable, patch cords, wire management rings and trays, ladder racks for overhead wire management, labeling, 19 inch racks, and any

and all other hardware necessary (unless otherwise specified by Brunswick County Government) will be provided by the Contractor.

9. Payment

- 9.1. The Contractor will charge no more than price agreed to unless a change in the scope of work, schedule and price are agreed to by the Contractor and Brunswick County Government in writing.
- 9.2. A deposit may be requested to offset the cost of no more than 50% of materials used in this project.
- 9.3. The Contractor will provide unit prices for all equipment installed.

10. Exhibit A

TECHNICAL SYSTEM DESCRIPTION

COURTROOMS 4 AND 5

The courtrooms will be updated with a total audio/video upgrade consisting of high definition video, high quality audio with speech reinforcement, recording capability, and a simplified control system. The features of such a system are detailed as follows.

Audio System

A gooseneck microphone will be located at each attorney table, the witness stand, the clerk of court, and the judge's bench. Two "button" type surface mount microphones will be installed on the jury rail. Voice reproduction from the microphones will be zoned in such a way that each will be heard more loudly away from the microphone itself, i.e. the judge will not hear him or herself from the speakers over the bench. The microphones may be muted by the judge, either as a group or individually. Audio may be heard from playback devices at the attorney tables or from the video arraignment/jury pool systems as well. Any audio must also be made available to a connection jack in the press room attached to each court room. All ceiling speakers will be replaced.

Audio from the system will be digitally recorded for archival purposes, and a connection plate for the court reporter's recording system will be installed with separate audio channels from each microphone.

Video System

Five high definition cameras will be installed in the courtrooms, to capture views of the judge, attorneys, witness, and clerk of court. The video from the cameras will be used for digital archival recording and video links video arraignment. Images will be recorded or transmitted in a quad view allowing the distant viewer to see the members of the court. The judge may choose to transmit only a single camera view but the recording will always be in a quad-view mode.

The recording system will be located in the equipment cabinet, and will retain audio/video in H.264 codec video format for maximum compatibility. Approximately 240 hours or more of video must be able to be stored on the device. The files should be downloadable to a PC or Server for archival purposes.

Additionally, a high definition document camera will be located at the witness stand. In addition, an HDMI audio/video connection will be located in a connection box at each attorney table for image or video playback use. Video from these sources needs to be transmitted or displayed in the courtroom. For recording purposes, the camera views may be temporarily switched to the document camera or

HDMI image. For example, if the witness is describing a paper document located on the document camera, the archival system may record the document rather than the individual. Audio from the witness would still be recorded.

For local viewing, an 80" (diagonal) LCD display will be mounted in the best viewing location. A smaller monitor would be located at the witness stand and each attorney table. These monitors would display images from the video arraignment system, the document cameras, or the HDMI video connections. The judge would select what, if anything is shown on the screen. At the judge's bench, a touch-sensitive control panel with a video window will allow the judge to preview any video source before allowing it to be seen on the room monitors.

Control System

A custom programmed control system will be installed allowing simplified operation by the judge. Upon start-up of the room system, all devices will power on and the judge will be presented with simple nontechnical options to run the courtroom in a professional and discreet manner. The judge will also establish video connections to the jury pool room, jail arraignment room, or to other distance video locations as needed (e.g., video arraignment from other jurisdictions such as New Hanover County). These connections will be stored in a directory system allowing the judge to simply select a location from a list. Other operations available would be audio and video muting and control over what is seen on the room monitors.

VIDEO ARRAIGNMENT

The video arraignment system will be located within the jail facility and will consist of a wall-mounted display, a wall mounted camera, and a wall-plate mounted microphone in a protective housing. A network connection will be provided from the Courthouse Wiring Closet to the Jail wiring closet. The contractor will be responsible for the network run from the Arraignment room to the wiring closet. This room is also cinderblock on 4 sides with a hard floor and high ceiling and will need acoustical sound improvements.

COURTROOM 2 (FIRST APPEARANCE)

The system here is similar to that of courtrooms 4 and 5, with the following exceptions:

- No need for video coverage of the clerk of court
- No need for jury microphones
- No need for document cameras or attorney HDMI connections
- No need for court reporter recording connections

INSTALLATION

All devices and cabling will be installed in a neat, professional and discreet manner. No cabling will be run across floors or hung below tables or desks. Cabling below the attorney's tables will be run through a floor penetration and floor boxes. The systems will operate independently however, so that any potential point of failure will be limited to a single room. This may allow either room to act as a backup to the other.

11. Exhibit B

**GUIDELINES FOR PROCEDURE AND EQUIPMENT TO BE USED IN
TWO WAY AUDIO/VIDEO PROCEEDINGS
12-16-93**

G.S.15A-532, 601 and 941 authorize the use of two way audio/video transmission to conduct proceedings to determine conditions for release of defendants, first appearance hearings, and arraignments. The procedures and type of equipment planned for such audio/video hearings are required to be submitted to the Administrative Office of the Courts (AOC) for advance approval. Provided below are the minimum guidelines the AOC shall follow in deciding on the acceptability of proposed procedures and equipment.

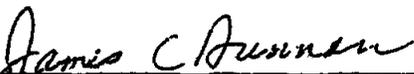
1. **Live Communication:** Any audio/video system must allow for participants to freely communicate as though they were all in the same room. Any delays in the transmission of the audio/video signals must be brief enough so that they are not apparent to the participants.
2. **Confidential Communication Between Defendant and Attorney:** Where the defendant is represented by counsel any audio/video system shall allow for confidential communication between them throughout the proceeding. To insure such confidential communications the following minimum standards must be met.
 - a. The video room in which the defendant is held during these proceedings shall be designed to assure confidential communications with counsel.
 - b. A telephone line between the defendant in the holding facility and the attorney in the courtroom must be provided and must be reasonably secure from electronic eaves dropping. The degree of security necessary would be that found on common phone lines used throughout society.
 - c. This telephone link shall be designed to prevent any privileged conversation from being able to be overheard or recorded by the general purpose

recording devices which are part of the overall audio/video system.

Specific measures to insure the confidentiality of privileged conversations shall be approved by the AOC.

3. **Parties to be included on System:** At all proceedings in which the audio/video system is used the voices of the judge, prosecutor, defendant, defense attorney and witnesses must be audible to all participants at all times except for privileged communication between defendant and defense attorney. The video image of each participant must be shown on the system monitors whenever they are speaking. Where two or more parties speak at the same time the video picture should show the person which began speaking first as long as that person continues to speak. Then the picture can switch to another speaker.
4. **Quality of Audio/Video System:** Both the audio and video output of the system should be of such quality that when heard or viewed by an average member of the community they would be considered comparable to what is routinely experienced on commercial television.
5. **Equipment:** A microphone and camera must be situated to be able to broadcast words and images of each of the parties to the proceedings. Parties include the judge, the prosecutor, the defendant, the defense counsel and any witnesses. The system must also have at a minimum three monitors, one at the judge's bench, another in the jail video room and the third positioned to be viewed by the other parties in the proceeding and the public.

Officially Adopted, Effective
December 16, 1993



James C. Drennan, Director
Administrative Office of the Courts

12. Exhibit C

BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

D. Brunswick County shall have no liability with respect to Contractor’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.

F. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____

Contract #: _____

G. Insurance procured by Contractor shall not reduce nor limit Contractor’s contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County’s Legal/Risk Management personnel within twenty-four (24) hours.

I. Certificate Holder shall be listed as follows; ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249 Bolivia, NC 28422

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

13. Exhibit D

Video Arraignment Acceptance of Terms

Company Name: _____

Contact Person: _____

(Name & Title) _____

Address: _____

Phone Number: _____

Proposed Price: _____

I certify that all above listed information is correct and that I and my company will agree to meet or exceed all requirements as outlined in the Request for Proposal.

Name, Title (Print)

Signature

Date