



**United States District Court
District of New Mexico**

333 Lomas Blvd NW Suite 270
Albuquerque, NM 87102
Request for Proposal

****This request is for Open Market Pricing****

RFP Number: LC20-100

Project: Las Cruces Audio and Video Systems Upgrades Request

Date: May 21, 2020 UPDATED 6/1/2020

Point of Contact: Eduardo Contreras, Jr.
Telephone: (505) 348-2066
Email: econtreras@nmcourt.fed.us

Bid due date **Tuesday, June 9, 2020 at 1:00 p.m.**
EXTENDED: **MST Please submit quotations by
email.**

The United States District Courts for the District of New Mexico is soliciting open market proposals for audio and video upgrades to the jury assembly room located at the federal courthouse in Las Cruces , NM. The project includes procurement of equipment, labor, configuration, installation and testing. All specifications related to this project are detailed herein. Any technical questions regarding this solicitation should be emailed to Robert Bartholomew at robert_bartholomew@nmd.uscourts.gov.

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

Sincerely,

Eduardo Contreras, Jr.

I. BACKGROUND INFORMATION

The District Court currently desires an updated configuration for its Jury Assembly Room located at the Federal Courthouse in Las Cruces, NM. The room currently uses analog connections for all video. Video is displayed via BNC component to a ceiling-mounted projector projecting onto a drop-down screen. All video devices connect to an analog video switcher. Some switcher inputs are available as inputs on wall plates. Audio is in a separate rack in another room. Audio equipment includes a Shure wireless microphone system and infrared assisted listening components.

II. PURPOSE AND OBJECTIVE

The U. S. District Court for the District of New Mexico is soliciting price quotes for hardware, installation, software, and support services for an upgrade to the audio and video presentation system in the Jury Assembly Room located at the Courthouse in Las Cruces, NM.

III. REQUIREMENTS

- All existing racked equipment within both racks is to be removed and disposed of according to Court regulations, with the new installation consolidated into the office at the rear of the room.
- An 84" commercial-grade HDMI-compatible display will be wall mounted at the front of the room.
- Three existing, Court provided, flat panel displays will connect via HDMI and mirror the image displayed on the primary 84" commercial grade screen.
- Monitors will be configured for RS232 control.
- Hanging monitors will need to be moved from their current position to approximately 8ft. south in the room
- A video scaler will likely be required in order to provide lower resolution signals to the Court-provided displays. Each connected HDMI display must be capable of displaying program video at the highest resolution that [it] is capable of displaying.
- A computer in the office at the rear of the room, same room as the rack, will need to be connected to the display system via HDMI.
- 2 HDMI wall plates will be installed at the front of the room for video inputs. Existing wall plates (if able) and holes can be reused.
- A cable tuner will also need to be connected to the system via HDMI.
- If the video switching hardware is not able to handle the audio as well then audio will be handled by a Court-furnished Lectrosonic DM1624.
- Existing ceiling speakers will be used and balanced so that microphones at the front of the room have maximum gain before feedback. The court will provide a QSC CX302V 70V 2-channel amplifier. The installer will create two speaker zones – one for the

speakers at the very front of the room, under which a presenter would stand, and the other zone for the rest of the room.

- There are 2 XLR audio inputs in the room, one in a floor box, and one at a wall plate, both at the front of the room. Each will need to be connected to the system for microphones and configured for use.
- An existing Shure wireless microphone system and antennas will need to be reinstalled, as well as an infrared assisted listening system. Both will need to be connected to the system and configured for use.
- System control should be achieved using a wall mounted 2 gang push-button control panel, which will provide volume controls and input selection.
- Audio should always be live and connected from all sources. The control system should never mute any input audio.
- (Provide quote but note purchase is OPTIONAL) Polycom RealPresence 500 or equal compatible with end configuration, with camera mounted above television at the front of the room.

The USDC currently operates a Polycom Videoconferencing environment and will require Polycom manufactured units in order to maintain functionality. We would like to be quoted for the work without the Videoconferencing unit, and an additional quote generated that includes the purchase and installation of the Videoconferencing unit.

IV. EVALUATION FACTORS

The award will be made to the proposal that offers the lowest priced, technically acceptable solution. Price is defined as the cost of the items, shipping, and any other expense for which the court will be invoiced.

V. QUOTE INSTRUCTIONS

- Quote shall include a line by line item description with cost.
- Please include a Health and Safety Plan.
- Responses shall be delivered via e-mail to: Eduardo Contreras, Procurement Specialist at eduardo_contreras@nmd.uscourts.gov with the subject line RFP LC20-100

VI. ACCEPTANCE CRITERIA

- Overview of all work performed.
- Demonstration of all equipment installed.
- Entire system working as designed and intended.
- All trash shall be removed and work areas completely clean upon completion of project.

APPLICABLE JUDICIARY TERMS AND CONDITIONS

1. Clause 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>

(end)

2. The contractor shall comply with the clauses in this paragraph that the contracting officer has indicated as being incorporated in this contract:

Clause 2-45 Packing and Marking (APR 2004)

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

Clause 2-5A Inspection of Products APR 2013

Clause 2-5B Inspection of Services APR 2013

Clause 2-10 Responsibility for Products JAN 2010

Clause 4-27 Time-and-Materials/Labor-Hour Proposal Requirement – Competitive Pricing APR 2011

Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-1	Contract Administration	JAN 2003
7-125	Invoices	APR 2011
7-125, Alt I *	Invoices	JAN 2010

* **Note** – Clause 7-125, Alt I applies to invoices for emergency services provided on a time and materials basis. All other contract items are subject to Clause 7-125.

CLAUSES INCLUDED IN FULL TEXT

6-20 Insurance – Work On or Within a Judiciary Facility APR 2011

(a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the following kinds and minimum amounts of insurance:

- (1) Workman's Compensation and Employee's Liability Insurance The contractor shall comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

- (2) Automobile Liability Insurance The contractor shall have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.
- (3) General Liability Insurance The contractor shall have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.
- (4) Self-Insurance If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.
- (b) Prior to beginning performance under this contract, the contractor shall provide the insurance carrier certification of the above minimum amounts.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.
- (d) The certification evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
 - (1) for such period as the laws of the state in which this contract is to be performed prescribe; or
 - (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
- (e) The contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts under this contract that require work in a judiciary facility and shall require subcontractors to provide and maintain the required insurance. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

(END)

7-10 Contractor Representative JAN 2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name:

Address:

Telephone:

Email:

Fax:

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and leg- ally bind the contractor on all such issues.

(END)

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
7-55	Contractor Use of Judiciary Networks	JUN 2014

CLAUSES INCLUDED IN FULL TEXT

2-65 Key Personnel APR 2013

- (a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 - (3) Except as provided in paragraph (4) of this clause, at least 10 days in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
 - (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
 - (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
 - (a) name of person;
 - (a.1.i.1.a) functional responsibility;
 - (a.1.i.1.b) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - (a.1.i.1.c) citizenship status;
 - (a.1.i.1.d) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract; and
 - (a.1.i.1.e) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
 - (1) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.
- (b) The following individuals are designated as key personnel under this contract: Project Manager
[Officer to add name upon contract award]

(END)

Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I)

Clause	Title	Date
B-20	Computer Generated Forms	JAN 2003
1-5	Conflict of Interest	AUG 2004
1-10	Gratuities or Gifts	JAN 2010
1-15	Disclosure of Contractor Information to the Public	AUG 2004
2-20A	Incorporation of Warranty	JAN 2003
2-90A	Option for Increased Quantity	APR 2013
2-130	Energy Efficiency in Energy-Consuming Products	APR 2013
3-140	Notice to the Judiciary of Labor Disputes	JAN 2003
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2014
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor Sales to the Government	JUN 2014
3-45	Anti-Kickback Procedures	JUN 2012
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JUN 2012
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-155	Walsh-Healey Public Contracts Act	JUN 2012
3-205	Protest after Award	JAN 2003
3-300	Registration in the System for Award Management (SAM)	APR 2013
6-40	Federal, State, and Local Taxes	JAN 2003
4-30*	Payment (Time-and-Materials and Labor-Hour	APR 2011

Clause	Title	Date
	Contracts)	
7-15	Observance of Regulations/Standards of Conduct	JAN 2003
7-20	Security Requirements	APR 2013
7-25	Indemnification	AUG 2004
7-30	Public Use of the Name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-40	Judiciary-Contractor Relationships	JAN 2003
7-65	Protection of Judiciary Buildings, Equipment and Vegetation	APR 2013
7-85	Examination of Records	JAN 2003
7-100A	Limitation of Liability (Products)	JAN 2003
7-100B	Limitation of Liability (Services)	JAN 2003
7-110	Bankruptcy	JAN 2003
7-130	Interest (Prompt Payment)	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts for Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment of Claims	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary (Fixed Price)	JAN 2003
7-230	Termination for Default - Fixed-Price Products and Services	JAN 2003
7-235	Disputes	JAN 2003

* **Note** – Clause 4-30 applies to emergency services provided on a time and materials basis. All other contract items are subject to Clause 7-135.

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the contracting officer has indicated are applicable, are incorporated in this solicitation: [*Contracting officer check as appropriate.*]

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>.

(end)

Solicitation Provisions Incorporated by Reference

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

Provision 3-135, Single or Multiple Awards (JAN 2003)

Provision 2-85C, Evaluation of Options Exercised at Time of Contract Award (JAN 2003)

Additional Solicitation Provisions

Provision 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a Firm-Fixed type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

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

(a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(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.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):* _____

TIN has been applied for.

TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per 26 CFR 1.6049-4;
- other _____.

(f) *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:

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

(end)

(The contracting officer may incorporate additional clauses – by reference or in full text – or provisions in the above template. Refer to the Guide to Judiciary Policy, Vol 14, Chapter 1, [Appx 1B](#) to determine, if the provision or clause can be included by reference or must be included in full text. If any provisions are incorporated by reference, Provision B-1 also must be marked as applicable. Use of certain clauses/provisions may require a one-time delegation of procurement authority.)