

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

*Request for Quotation*

**Request Date: August 3, 2023**

**Deadline for Quotes: August 25, 2023**

**Project Review Meeting/Field Inspection: August 11, 2023 at 10:00 a.m.**

**Project: Chambers Galley Renovation – Suite 620 - PVD Courthouse, 6<sup>th</sup> Floor**

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**To: VIA EMAIL  
Prime Builders**

**Advertised: External Internet Website and Intake**

**Special Notes and Requirements:**

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- This is a Request for Quotation (RFQ) for materials and services in connection with the U.S. District Court (USDC), District of New Mexico Tenant Alteration project in the Suite 620 on the 6<sup>th</sup> floor of the Pete V. Domenici (PVD) Courthouse, located at 333 Lomas Blvd. NW, in Albuquerque, New Mexico.
- This is a request for **Open Market Pricing**. This request does not commit the government to pay any costs incurred in the preparation of the submission of your offer or to contract for supplies or service should none of the vendors meet the necessary specifications.
- All contractors must agree to the Terms and Conditions set out in Attachment A.
- A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Offers are evaluated based on price. Award may be made to the lowest-priced offer or quote which meets the technical requirements outlined in the statement of work and is made by a responsible offeror, subject to the availability of funds. The court reserves the right to issue a purchase order awarding all, some, or none of the project. No additional funds will be added to the awarded contract for any corrections or errors due to failure of the contractor to examine the project or to thoroughly understand the nature and extent of the work to be performed. Technical specifications are listed in the attached Scope of Work (SOW). Vendors are urged to submit their best and final offer because no negotiations will take place after offers are received.
- The awarded vendor will be required to register with SAM.gov or complete the court's AO213 form (see attached) before a purchase order will be issued. Vendors are required to register with SAM.gov or submit the AO213 within 2 business days of award notification to be awarded the contract.
- All quotes shall be accompanied by a detailed, line-item cost estimate and a proposed schedule of operations (see attached samples), including estimated times for completion and number of crew needed to accomplish the work. The proposal shall include all costs associated with the project. No amendments shall be allowed after award has taken place.

- Proposals must include the total cost to complete the scope of work in accordance with this RFQ. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted.
- **Attached drawings are for reference only. Field measurements are recommended. Changes cannot be made after contract is awarded.**
- The Contractor must be willing to start work based on a Purchase Order. No down payments or advances will be allowed.
- All work requires unescorted access to judiciary facilities during evening and weekend hours. In accordance with Clause 3-3 (*Provisions, Clauses, Terms and Conditions - Small Purchases*) Contractor employees working on this project are subject to security checks including fingerprinting and background investigations, and require access badges to work on the project. If the contractor is unable to supply a sufficient number of technically knowledgeable employees to work on this project, the judiciary may terminate the contract for default.
- Contractor must submit names of employees for security clearance within two weeks of contract award. Once security checks are completed, a time will be set up to issue badges to cleared employees.
- All badges must be returned upon completion of the project before payment can be issued against the Purchase Order.
- A site review for the purpose of responding to this RFQ will be conducted on **August 11, 2023 at 10:00 a.m.** All interested contractors shall meet at the appointed time in the lobby of the PVD Courthouse, 333 Lomas Blvd N.W. to review the space. Please confirm to Lydia Piper via email by noon on **August 9, 2023**, that you will be attending the site review and the number of representatives from your company that will be attending. If you are unable to make this meeting, please contact Lydia to make arrangements to view the workspace prior to the submission deadline.
- Please confirm to Lydia Piper via email by **August 9, 2023**, noon that you will or will not be submitting a quote in response to this RFP.
- Contractors may submit questions via fax or email to Lydia Piper. The deadline for submission of questions is noon on **August 18, 2023**. All questions must be in writing to be considered as part of the RFQ. Responses will be shared with all contractors submitting proposals.
- Please provide a list of names attending a site review of anyone wishing to take photos during the tour by **August 9, 2023**.
- Quotes are due by **August 25, 2023**, regardless of when the site tour was completed.
- Quotes must be valid through **December 31, 2023**.
- Contractors will be responsible for any damage to building, furnishing or carpet during the course of work being performed.
- Award of contract and acceptance of work performed will be dependent on approval from the General Services Administration and the Court. **Please note, GSA requires a Certificate of General Liability Insurance of \$1,000,000 naming GSA as the insured party.**

## **Quotes:**

Submit a quote for the material and work to be completed, along with your approach and project management in accordance with the attached Statement of Work (SOW). All proposals should detail how work will be accomplished and acknowledge compliance with the RFQ.

Quotes may be mailed, hand delivered, faxed or e-mailed to:

**Lydia Piper**

U.S. District Court

333 Lomas Blvd. NW

Albuquerque, New Mexico 87102

Phone: 505-348-2088 Fax: 505-348-2007

Email: [lpiper@nmcourt.fed.us](mailto:lpiper@nmcourt.fed.us)

Questions concerning this RFQ should be addressed to the same.

# STATEMENT OF WORK

## 1. Description of Project

### 1.1. Parties

**Contractor.** The “contractor” includes the contractor, the contractor’s employees, any subcontractor/supplier, or subcontractor’s/supplier’s employees who provide services to the court on behalf of the contractor at a specified price.

**Court.** The “court” includes the United States District Court for the District of New Mexico.

**General Services Administration (GSA).** GSA is an independent federal government agency that leases space to other federal government agencies, including the court.

### 1.2 Introduction

Each chambers suite at the Pete V. Domenic Courthouse has a galley to provide staff a location to store food and prepare meals during the workday. These areas vary in size and often include work areas for copiers and supplies. Each judge and his staff have different needs, and it is the intent of this project to renovate the current galley and staff restroom in suite 620 to accommodate the workflow and routines of the judge and his staff.

### 1.3 Objectives

Renovation of Judge Rozzoni’s Galley will provide more utility for storage and preparation of food, as well as separate the work area and copier from the kitchen area. The project will also include room for a full-size refrigerator. The project aims to complete this renovation in an efficient and timely manner, with minimal disruption to the court schedule.

### 1.4 Scope

The Scope of Work (SOW) for this RFQ includes all labor, including supervision, tools, materials, equipment, transportation, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance to facilitate the renovation of the chamber’s galley in Suite 620 on the 6th floor of the PVD Courthouse, 333 Lomas Blvd. NW, in Albuquerque. The specific details of the SOW are outlined in the attached Judiciary Project Requirements (JPR) and Design Intent Drawings (DID).

### 1.5 Requirements

- Any contractor providing a quote for this project must have at least five years’ experience with commercial level construction and have the manpower, equipment and tools required to complete the work to industry standards.
- Any contractor providing a quote must attend the **Project Review/Field Measurement meeting on August 11**, as noted above. If unable to make the August 11 meeting, the Contractor should contact Lydia Piper to make arrangements for another date and time for a site visit.
- Before repair or installation services commence, the contractor must inspect the work site and ascertain all information necessary for the diligent performance of

the contract requirements. The contractor must notify the POC of any conditions that might prevent the performance of these requirements.

- Contractor will attend a pre-construction meeting prior to project start to finalize schedule.
- Contractor will provide an onsite Supervisor with a thorough knowledge and understanding of the designated work assignments, tools and equipment employed in the execution of this contract, and of the rules, regulations, and standards of the industry.
- The Supervisor shall be available to oversee and inspect all work completed, ensure that all areas are left clean each night, and will be accountable during all working hours to oversee performance of all obligations under this contract.
- The Supervisor shall be available at the start of the shift to the USDC Project Manager for daily dialogue, to review completed work and any special problems, and to receive instructions relative to daily activities.
- All contractor staff and subcontractors must have the technical knowledge and experience with the required demolition, construction, electrical, plumbing and any other trades required by the contract.
- The court freight elevator is sensitive to excessive weight, movements and length of door held open. Crew must be careful when using the freight elevator to transport materials and equipment. In the event all elevators are shut down, the crew must be able to carry materials and equipment up the stairs.
- The contractor will work at the convenience of the court and must be available to complete the work evenings and weekends as dictated by the project scope of work.
- Number of crew members shall be appropriate for amount of work to be completed in a given night.
- All crew members must receive a security clearance and obtain an access badge through the Court prior to starting work on the project and return the badges upon completion of the project. Payment will not be made until badges are returned.
- The Court & GSA must approve all materials used and workmanship performed for this project, and sign-off on completed work prior to payment.

### **3.0 Contractor Acknowledgments**

In addition, what is outlined in the SOW, contractor acknowledges the following conditions:

- Contractor will order, receive, and store new cabinetry as defined in the SOW until installation.
- Contractor will order, receive, and store new flooring as defined in the SOW until installation.
- Contractor will order and receive new garbage disposal.
- Contractor will prepare and clean floor to receive new LVT, including leveling if needed.
- All work shall be completed during other than normal business hours between 5:30 p.m. – 7:00 a.m., or as otherwise outlined in the SOW or arranged with the court.
- Building will be occupied for the full duration of work.
- Project to be completed to the satisfaction of the court and GSA.

- All materials, trash, and equipment must be picked up from site at the end of each day.
- The court is not responsible for any material, tool, or equipment left at the project site.
- Each phase of work shall be inspected and approved by the court before proceeding to the next phase.
- Contractor will be responsible for any damage to the building
- Contractor will be responsible to protect adjacent work areas and finish surfaces from damage.
- Contractor shall field verify all measurements.
- Contractor will have access to a loading dock but must share access with other vendors and contractors as needed.
- Contractor will have access to a freight elevator.
- Any and all additional work necessary to complete the project as outlined in the SOW to meet industry and manufacturers standards and to the satisfaction and approval of the General Services Administration and the Court.
- Any and all additional work necessary to meet all local building, fire and safety codes, and the Terms and Conditions set out in Attachments A& B.

The intent of the SOW and conditions provided above is to convey the work that will be covered under the contract when awarded. However, failure to identify incidental items that would be required to achieve the scope provided, will not constitute a change order.

The Court shall perform the following task as part of the project:

- Remove and replace all small appliances, dishes, food items, etc., to allow for renovation of the galley.
- Move copier when needed to allow for flooring replacement.
- Provide dishwasher and refrigerator for installation.

#### **4.0 Deliverables**

The list below identifies the main deliverables included in the Chambers Galley Renovation SOW and will be required to complete the project. Please see the attached SOW and DID drawings for a more detailed list. Also noted, contractor should take field measurements to confirm accurate placement of all listed items.

- New cabinets, counters and hardware per agency specifications.
- New LVT flooring per agency specifications.
- New cove base per agency specifications.
- New transition strip per agency specifications.
- New garbage disposal.
- Electrical outlets per DID drawings.
- Construction of bulkhead per DID drawings.
- New sink and waterlines per DID drawings; and
- Installation and plumbing for new appliances per DID drawings.

#### **5.0 Schedule for Performance and Delivery/Milestone Schedules**

- A decision for awarding the contract will be made when funding is available.

- A Purchase Order for this project will be issued as soon as the project has been approved and the contract has been awarded.
- A detailed work schedule will be arranged once the contract is awarded and crews have received access badges.
- Contractor may submit partial invoices for work completed once the area has been inspected and approved. Submitting of partial invoices shall be limited to once a week.
- Contractor may submit final invoice once project has been inspected and accepted as completed by the court and GSA.

## **6.0 Review Period for Deliverable**

The Court will review each deliverable with the Supervisor within 48 hours of completion of installation. Any discrepancies will be noted and must be addressed within 72 hours of the review.

## **7.0 Acceptance Criteria for Deliverables**

The following criteria will be used to evaluate the performance of the contractor to meet the contract requirements:

- Restroom wall and door shall be removed, and a new bulkhead constructed to separate ceiling heights.
- Existing toilet, sink and bathroom accessories shall be removed.
- All old cabinets and counter tops shall be removed, and new cabinets and counter tops shall be installed, cleaned and ready for use per specifications.
- Old ceramic floor and carpet up to door (per DID drawings) shall be removed and new LVT flooring and cove base shall be installed per specifications.
- New transition strips between flooring and existing carpet shall be installed per specifications.
- Flooring shall be free of bumps, bubbles and be free of glue, dirt and debris.
- Existing sink shall be removed, stored, and reinstalled and fully functional.
- New garbage disposal (provided by contractor) shall be installed and fully functional.
- All new electrical outlets shall be installed (per DID drawings) and fully functional.
- All waterlines shall be installed and fully functional.
- All trash, remnants, glue cans, etc., shall be removed and space completely cleaned upon completion of carpet installation.

## **8.0 Environment**

All work will be conducted in occupied space.

## **9.0 Locations for Performance and Points of Contact**

### **9.1 Location**

All work will be conducted at the Pete V. Domenici Courthouse, U.S. District Court, 333 Lomas Blvd, Albuquerque, New Mexico, Suite 620 on the 6<sup>th</sup> floor.

### **9.2 Points of Contact**

The following individuals will be the main points of contact for this project:

Lydia Piper, Project Manager, 505-348-2088 (office), 505-366-9275 (cell)  
[lydia\\_piper@nmd.uscourts.gov](mailto:lydia_piper@nmd.uscourts.gov)

### **10.0 Access to Judiciary IT Networks**

At no time shall the contractor have access to the Judiciary IT Network or Bench and Bar Wi-Fi.

### **11.0 Government Furnished Material**

With the exception of the following, no equipment, materials or service of any kind shall be provided by the Court. Court will:

- Pack galley items and remove small appliances and boxes;
- Provide new refrigerator for installation; and
- Move existing copier when needed.

### **12.0 Contractor Furnished Material**

The contractor must furnish all equipment and materials needed to perform the SOW. Equipment or materials may not be stored in the courthouse during the duration of the project without permission of the Court. In addition:

- Unless otherwise agreed between the parties, the contractor must furnish and use supplies, materials, and equipment that are commercially available products of reputable manufacturers or suppliers. These supplies, materials, and equipment may not harm or damage the surfaces to which they are applied, or any other part of the building, its contents, or equipment.
- The POC must approve and determine the suitability of the supplies, materials, and equipment used by the contractor before the contractor starts work. Note: The contractor cannot perform work that involves asbestos or lead paint. The court must refer this work to GSA for abatement.
- The contractor must supply warranty information on products, materials, and workmanship.
- The contractor must post Material Safety Data Sheets (MSDS) for all products used in this project at the job site that could pose a health risk, such as glue, paint, solvents, etc. Additionally, the contractor must provide a copy of the MSDS to the court. GSA reserves the right to prohibit the presence, storage, or use of any hazardous material in the building.
- The contractor will be responsible for moving all appliances and equipment necessary to perform each project.

### **13.0 Utility Shutdowns**

Contractor must give the court 72 hours advanced notice of any required utility shutdowns. All utility shutdowns and/or fire/safety test must be coordinated with the GSA Building Manager.



#### **14.0 Safety and Health**

All work must comply with the applicable OSHA and EPA requirements of 29 CFR §§ 1910 and 1926 and 40 CFR § 761. All work must comply with the applicable state and municipal safety and health requirements. If the applicable regulations conflict, the most stringent regulation applies. In addition:

- The contractor must provide the materials, barriers, and safety equipment necessary to protect pedestrians and property during the implementation of this contract.
- The contractor must provide all necessary safety equipment, ensure that the equipment is used properly, and ensure that safety procedures used are adequate for the job being performed.
- The contractor must report any accidents that occur on the job site to the court.
- The contractor shall remove all hazardous materials brought into the courthouse at the conclusion of each work day or night and at the conclusion of the project unless other arrangements have been made with the court. If any hazardous materials are left in the courthouse at the conclusion of the project, the contractor shall return to collect and properly dispose of the materials or the contractor will be charged for the disposal of those materials.
- Any construction project should consider Indoor Air Quality (IAQ) in design and implementation. If applicable, during demolition, dust and noise control must be included. During construction activities, dust and noise, as well as odors and vapors must be controlled. Paints, varnishes, stains, solvents, etc. are to be low- or non-VOC (volatile organic compounds), unless no alternatives are available (documentation of such must be provided). Activities that may negatively impact other tenants in the building will be required to be conducted after normal working hours (after 6 p.m. and before 6 a.m. weekdays or weekends) with prior approval by the Court. Ventilation needed to control odors, dust, VOCs, etc., either for protection of construction workers or for deteriorated IAQ of building tenants, will be the responsibility of the Courts.

#### **15.0 Security Drawings and Building Documents.**

Associated plans, drawings, or specifications provided under this solicitation are intended for use by prospective contractors. In support of this requirement, the court requires contractors to:

- Limit reproduction, dissemination, or disclosure of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- Use reasonable care to safeguard any drawings or solicitation documents provided by the court; and
- Make every reasonable and prudent effort to destroy or render useless all drawings and solicitation documents, except for the contractor's record copy.

## **16.0 Workmanship**

- The contractor must accomplish all work in accordance with the best practices of the trade and coordinate and schedule all work with the POC. In addition:
- The contractor must use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and methods needed for the proper completion of the work.

## **17.0 Clean-Up**

The contractor must cover or remove all furniture from the space to ensure it is kept clean. Any furniture moved from the space is to be returned to its original location upon completion of the project. If the furniture is moved out of the space, the storage location must be approved by the court.

- The contractor must remove all debris generated in the performance of this contract on a daily basis. The contractor may not use the dumpsters or trash receptacles within the building. Any cost associated with ordering a dumpster for this project shall be paid by the contractor. The contractor will inform the POC if a dumpster is needed.
- The contractor must remove and dispose of all unused materials, containers, wrappings, trimmings, and all other debris accumulated during performance of this contract.
- Upon completion of the project, the contractor must clean the space before moving back furniture, boxes and equipment. Cleaning must include, but is not limited to, wiping down surfaces from construction dust, removing all tape, vacuuming carpets, and cleaning floor tile.

## **18.0 Quality, Performance, and Acceptance.**

- The court will periodically inspect all work during the performance of the contract to assess the quality of work being performed. The contractor and court will agree to address all performance issues immediately after they are discovered whether by the contractor or the court.
- The court monitors contract performance closely to ensure that required end- items are delivered on time and are in compliance with the statement of work.
- Work shall be completed within the agreed upon schedule after the post award meeting is held with the court and the contractor. Extensions may be granted, but only with prior approval of the court.
- Upon completion of the project, the POC will conduct a walk-through with the contractor to inspect the work. The POC will ensure that the work has been satisfactorily completed and conforms with requirements set forth in the contract. The POC has the right to reject any unsatisfactory material or workmanship.

**ATTACHMENT A - TERMS AND CONDITIONS**

## 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 following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

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

Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (JUN 2012)

Clause 3-180 Clause 3-180 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAR 2019)

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

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

Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

Clause 2-90C Option to Extend Services (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor no later than \_\_\_\_\_ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*].

(end)

Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_\_\_\_ calendar days prior to the contract's current expiration date [*insert the period of time within which the contracting officer may exercise the option*]; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months) (years).

(end)

## 4. Incorporation of Department of Labor Wage Rate Determination

*(If the estimated cost is over \$2,500, attach the current applicable Department of Labor wage rate determination.)*

## 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:

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 2-70            Site Visit (JAN 2003)
- Provision 2-85A            Evaluation Inclusive of Options (JAN 2003)
- Provision 3-135            Single or Multiple Awards (JAN 2003)

### Additional Solicitation Provisions

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

The judiciary plans to award a firm fixed price, open market 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)

\_\_\_\_ Provision 3-195 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)

(a) The offeror shall check following certification:

CERTIFICATION

The offeror  does  does not certify that –

(1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or

contractor; and

(3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) [Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements](#), will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

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

(a) The offeror shall check following certification:

#### CERTIFICATION

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

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then [Clause 3-160, Service Contract Act of 1965](#), as amended, will not be included in any resultant contract to this offeror.

- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) [Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements](#), will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

CLAUSES INCORPORATED BY REFERENCE

2-5A Inspection of Products APR 2013  
 2-58 Inspection of Services APR 2013  
 2-10 Responsibility for Products JAN 2010  
 2-25A Delivery Terms and Contractor's Responsibility JAN 2003  
 2-60 Stop Work Order JAN 2010  
 7-200 Judiciary Delay of Work JAN 2003  
 3-305 Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration APR 2013  
 7-1 Contract Administration JAN 2003  
 7 5 Contracting Officer's Representative APR 2013  
 7-125 Invoices APR 2011  
 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  
 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  
 3-105 Audit and Records APR 2011  
 3-120 Order of Precedence JAN 2003  
 3-155 Walsh-Healey Public Contracts Act JUN 2012  
 3-160 Service Contract Act of 1965 JAN 2003  
 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  
 7-15 Observance of Regulations/Standards of Conduct JAN 2003  
 7-20 Security Requirements APR 2013  
 7-25 Indemnification AUG 2004  
 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



**ATTACHMENT B – DEPARTMENT OF LABOR WAGE  
DETERMINATION**

"General Decision Number: NM20220044 01/07/2022

Superseded General Decision Number: NM20210044

State: New Mexico

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Bernalillo County in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number Publication Date  
0 01/07/2022

\* ASBE0076-008 07/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.19	11.73

---

	Rates	Fringes
CARP1505-001 06/01/2018  CARPENTER (Includes Drywall Finishing/Taping, Drywall Hanging, and Metal Stud Installation (Excludes Form Work)).....	\$ 24.08	10.79

ELEC0611-022 01/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 33.65	12.51
-----		
ELEV0131-002 01/01/2021		
ELEVATOR MECHANIC.....	\$ 45.27	35.83
-----		
IRON0495-002 01/01/2021		
IRONWORKER, STRUCTURAL.....	\$ 27.35	17.30
-----		
LABO0016-002 06/01/2018		
LABORER (Mason Tender - Cement/Concrete).....	\$ 17.25	6.01
-----		
PLAS0254-001 03/18/2021		
PLASTERER.....	\$ 23.56	9.39
-----		
PLUM0412-014 01/01/2021		
PIPEFITTER.....	\$ 34.65	13.70
PLUMBER (Includes HVAC Pipe Installation).....	\$ 34.65	13.70
-----		
SFNM0669-001 04/01/2021		
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.67	23.21
-----		
SHEE0049-004 01/01/2021		
Sheet Metal Worker (Including HVAC Duct and Unit Installation).....	\$ 33.38	15.62
-----		
SUNM2016-001 09/26/2018		
CARPENTER (Form Work Only).....	\$ 20.41	6.25
CEMENT MASON/CONCRETE FINISHER...\$	18.59	7.45
GLAZIER.....	\$ 20.15	3.48
LABORER: Common or General.....	\$ 15.70	4.86
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 25.97	5.15
PAINTER (Brush and Roller).....	\$ 16.51	2.14
PAINTER: Spray.....	\$ 16.51	2.14
-----		
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

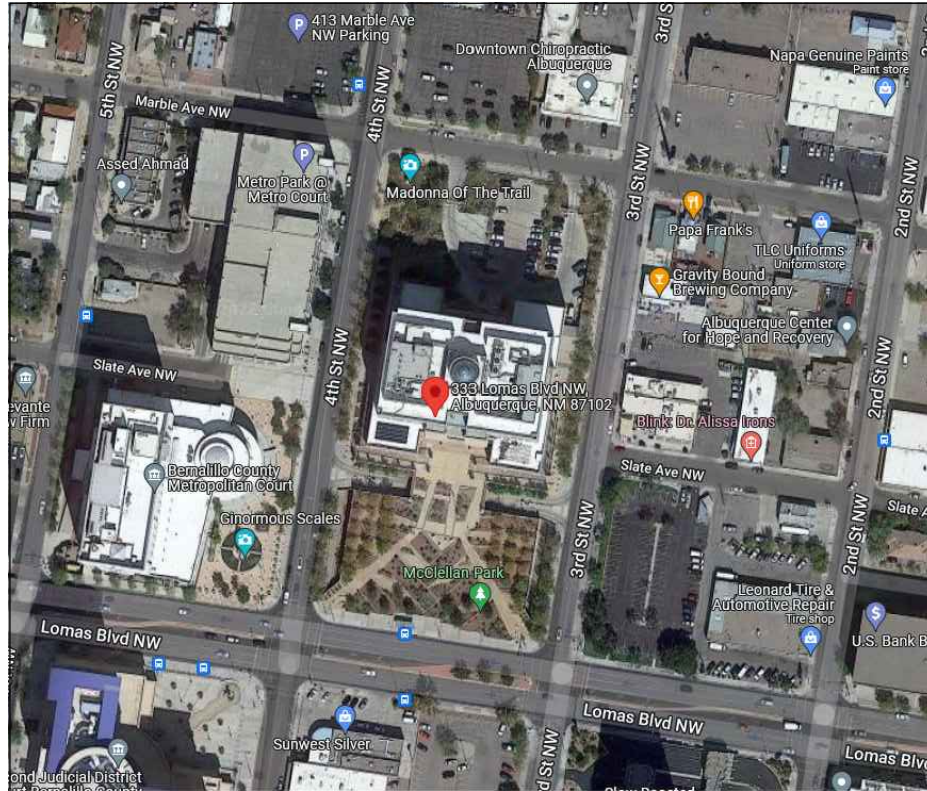
etc.) that the requestor considers relevant to the issue.  
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210


4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

# ATTACHMENT C – DRAWINGS

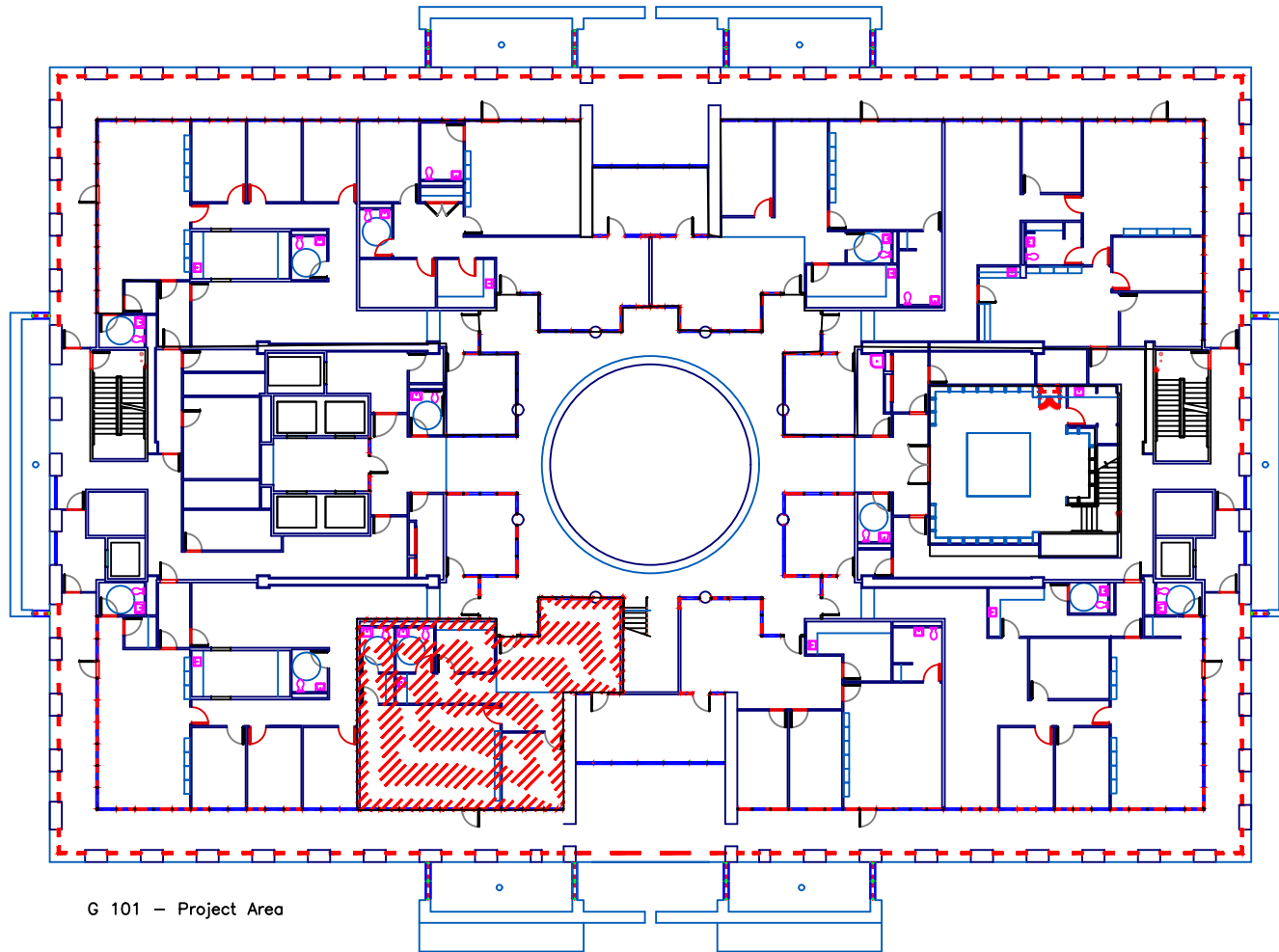


G 100 – Aerial View

	United States District Court District of New Mexico	Project Designer: Lydia Piper lydia_piper@nmd.uscourts.gov 505-348-2088	Date: 6/24/2023
	Project Description: Judge Rozzoni's Chambers Renovations		Page No.: 1 of 8
Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM			



333 Lomas – 6th Floor  
 Judge Rozzoni Workroom/Restroom Renovations  
 SENSITIVE BUT UNCLASSIFIED (SBU)  
 PROPERTY OF THE UNITED STATES GOVERNMENT  
 FOR OFFICIAL USE ONLY  
 Do not remove this notice  
 Properly destroy or return documents  
 when no longer needed



G 101 – Project Area

United States District Court  
 District of New Mexico

Project Designer: Lydia Piper  
 lydia\_piper@nmd.uscourts.gov  
 505-348-2088

Date: 6/24/2023

Page No.: 2 of 8

Project Description: Judge Rozzoni's Chambers Renovations

Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM





A. Drywall removed for installation of window.



B. Carpet removed up to office door.



C. Existing cabinetry, counter and paper towel holder removed.



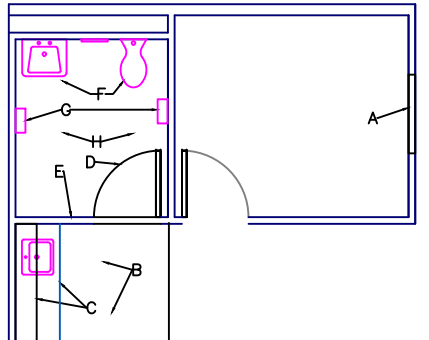
D. Door and frame removed.



E. Wall to be removed.



F. Sink, toilet and fixtures to be removed.



G. Toilet accessories to be removed.



H. Tile to be removed.

### G 102 – Existing Conditions



United States District Court  
District of New Mexico

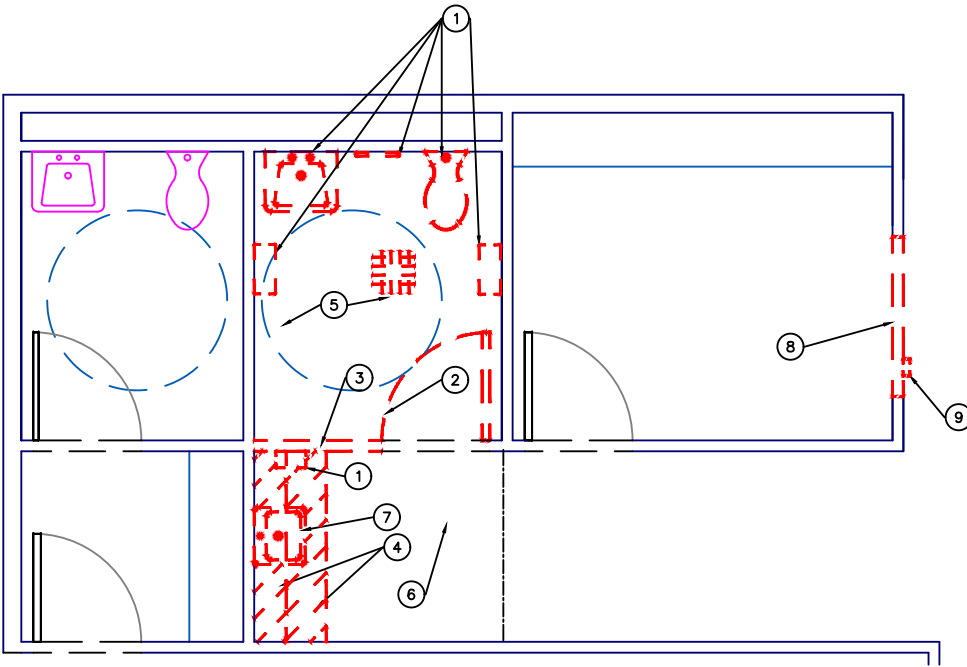
Project Designer: Lydia Piper  
lydia\_piper@nmd.uscourts.gov  
505-348-2088

Date: 6/24/2023

Page No.: 3 of 8

Project Description: Judge Rozzoni's Chambers Renovations

Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM



## General Notes

1. Salvage all doors and hardware to GSA.
2. Notify GSA and the courts at least 72 hours prior to any utility shutoffs. All work requiring utility shutdowns shall be completed after hours to minimize disruption to staff.
3. Heavy demolition and construction to be done evenings and weekends. Check with court on what work can be completed during regular business hours.
4. Contractor shall protect existing finishes during demolition and patch and repair any damage that may occur.
5. Area to be cleaned daily of all debris and trash.
6. Contractor shall conduct a site visit and inspect all existing conditions before construction is to begin.
9. Contractor to check with GSA before re-circuiting any electrical.
10. All existing electrical outlets to remain.
11. Contractor should familiarize themselves with any and all building standards and protocols prior to beginning demolition or construction.


### Keynotes:

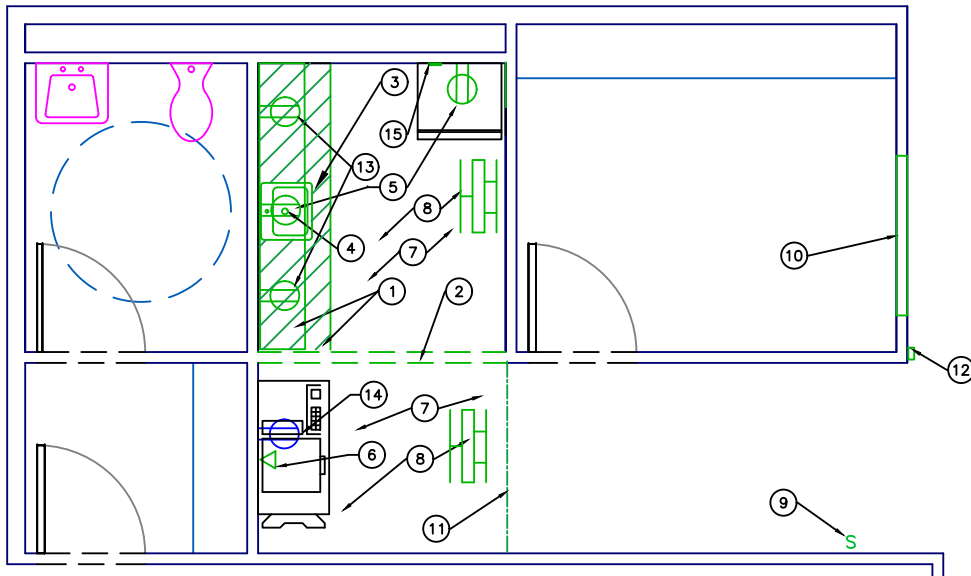
1. Remove existing fixtures and accessories. Cap toilet. Use existing plumbing for galley sink.
2. Remove door and frame.
3. Remove wall.
4. Remove existing cabinetry and counter.
5. Remove existing tile.
6. Remove existing carpet in line with restroom wall.
7. Remove sink and faucet and store for reuse.
8. Remove 52"x54" section of wall for installation of mullioned window.
9. Remove thermostat and salvage for reuse.

### Line Type

Carpet	-----
Wall Demolition	- - - - -
Bulk Head	— — — —
Cabinets	▧ ▧ ▧ ▧ ▧
Ceramic Tile	▣ ▣ ▣ ▣ ▣

## A-101 – Demolition

	United States District Court District of New Mexico	Project Designer: Lydia Piper lydia_piper@nmd.uscourts.gov 505-348-2088	Date: 6/24/2023
			Page No.: 4 of 8
Project Description: Judge Rozzoni's Chambers Renovations			
Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM			



Keynotes:

1. Install new cabinetry and counter (See Elevations A-103, A-1 for details).
2. Construct bulkhead to separate difference between ceiling height.
3. Install salvaged sink and faucet.
4. Provide and install new garbage disposal.
5. Install new duplex outlets, one under sink for garbage disposal and one for refrigerator, 18" above floor or according to code.
6. Install new data line for copier 18" above floor.
7. Install new LVT in line with wall of galley.
8. Patch and paint entire area.
9. Adjust switch to include restroom/kitchen area.
10. Install new 52"x54" window; silver mullion framing, 33" from floor and centered on wall. (See Elevations A-103, A-2 for details.)
11. Install transition strip between LVT and carpet.
12. Reinstall thermostat at end of wall.
13. Install new duplex outlets 8" above counter.
14. Move existing duplex outlet to 18" above floor.
15. Run waterline to refrigerator for ice maker.

## General Notes

1. Notify GSA and the courts at least 72 hours prior to any utility shutoffs. All work requiring utility shutoffs shall be completed after hours to minimize disruption to staff.
2. Heavy demolition and construction to be done evenings and weekends. Check with court on what work can be completed during regular business hours.
3. Contractor shall provide sample submittals prior to start of construction.
4. Contractor shall protect existing finishes during construction and patch and repair any damage that may occur.
5. Area to be cleaned daily of all debris and trash.
6. All work to meet ABAAS or ADA requirements.
7. All electrical and data outlets shall be placed 18" above the floor, and 8" above counter unless otherwise noted.
8. All existing outlets to remain unless otherwise noted.
9. Contractor to check with GSA Building Manager before re-circuiting any electrical.
10. Contractor shall consult with GSA Building Manager before any plumbing work is completed.
11. Contractor should familiarize themselves with any and all building standards and protocols prior to beginning demolition or construction.

Line Type

Carpet -----

Bulk Head - - - - -

Cabinets // // // //

LVT Flooring

## A-102 - Construction

United States District Court  
District of New Mexico

Project Designer: Lydia Piper  
lydia\_piper@nmd.uscourts.gov  
505-348-2088

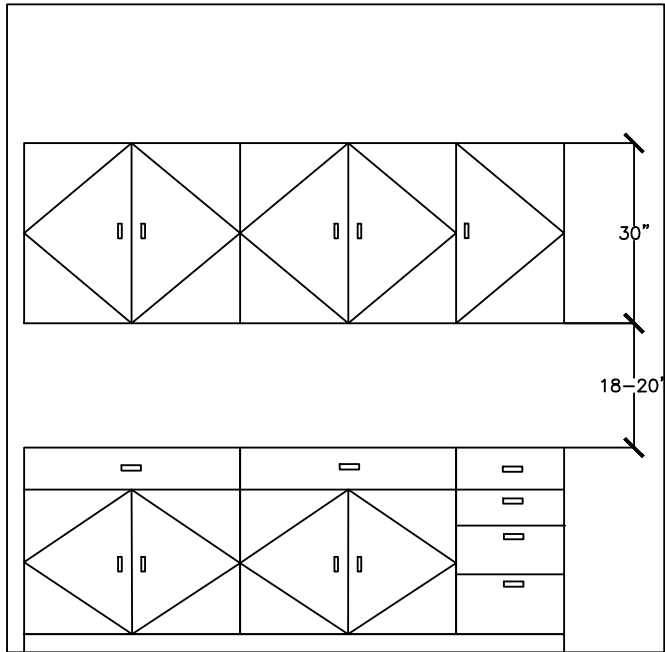
Date: 6/24/2023

Page No.: 5 of 8

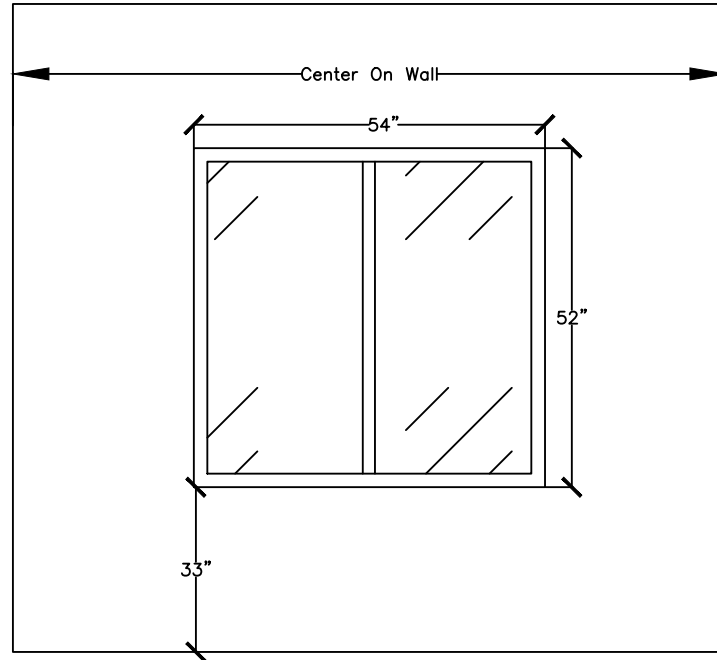
Project Description: Judge Rozzoni's Chambers Renovations

Project Location: Ste. 620 - PVD - 333 Lomas Blvd. NW, ABQ, NM






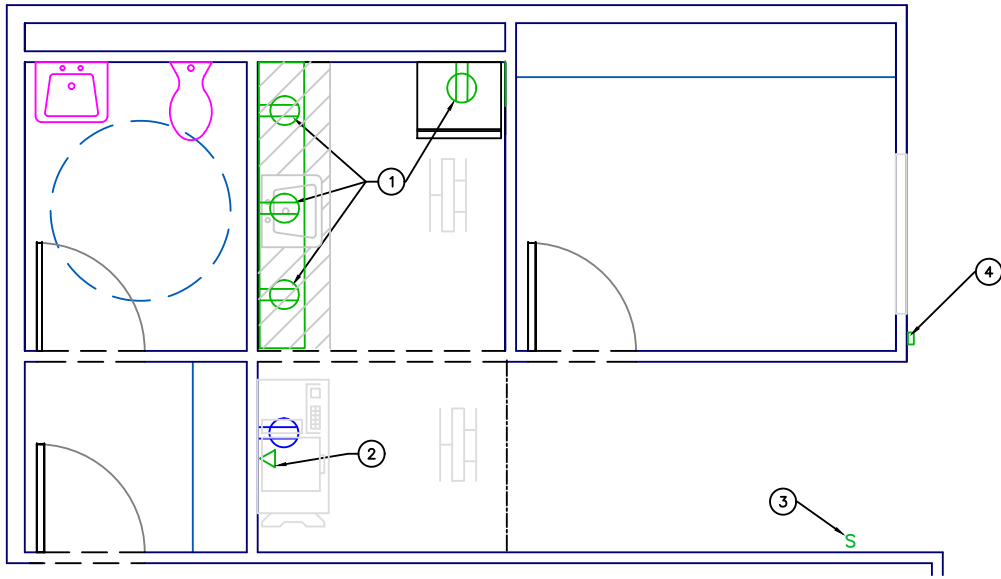
A-1



A-2

A-103 – Elevations

	United States District Court District of New Mexico	Project Designer: Lydia Piper lydia_piper@nmd.uscourts.gov 505-348-2088	Date: 6/24/2023
	Project Description: Judge Rozzoni's Chambers Renovations		Page No.: 6 of 8
Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM			



## General Notes

1. Notify GSA and the courts at least 72 hours prior to any utility shutoffs. All work involving utility shutoffs shall be done after hours to minimize disruption to staff.
2. Heavy demolition and construction to be done evenings and weekends. Check with court on work that can be done during normal business hours.
3. Contractor shall protect existing finishes during construction and patch and repair any damage that may occur.
4. Area to be cleaned daily of all debris and trash.
5. Contractor to coordinate any changes and added circuitry with GSA.
6. All electrical outlets shall be placed 18" above the floor, and 8" above counter unless otherwise noted.
7. All existing outlets to remain.
9. Contractor to check with GSA before re-circuiting any electrical.
10. Contractor should familiarize themselves with any and all building standards and protocols prior to beginning demolition or construction.

## Keynotes:

1. Install new duplex outlets, including one under sink for garbage disposal.
2. Install new data line for copier.
3. Adjust switch to include restroom/kitchen area.
4. Reinstall thermostat at end of wall.

## E-101 – Electrical

### Line Type

Carpet	-----
Bulk Head	- - - - -
Cabinets	///////
LVT Flooring	=====



United States District Court  
District of New Mexico

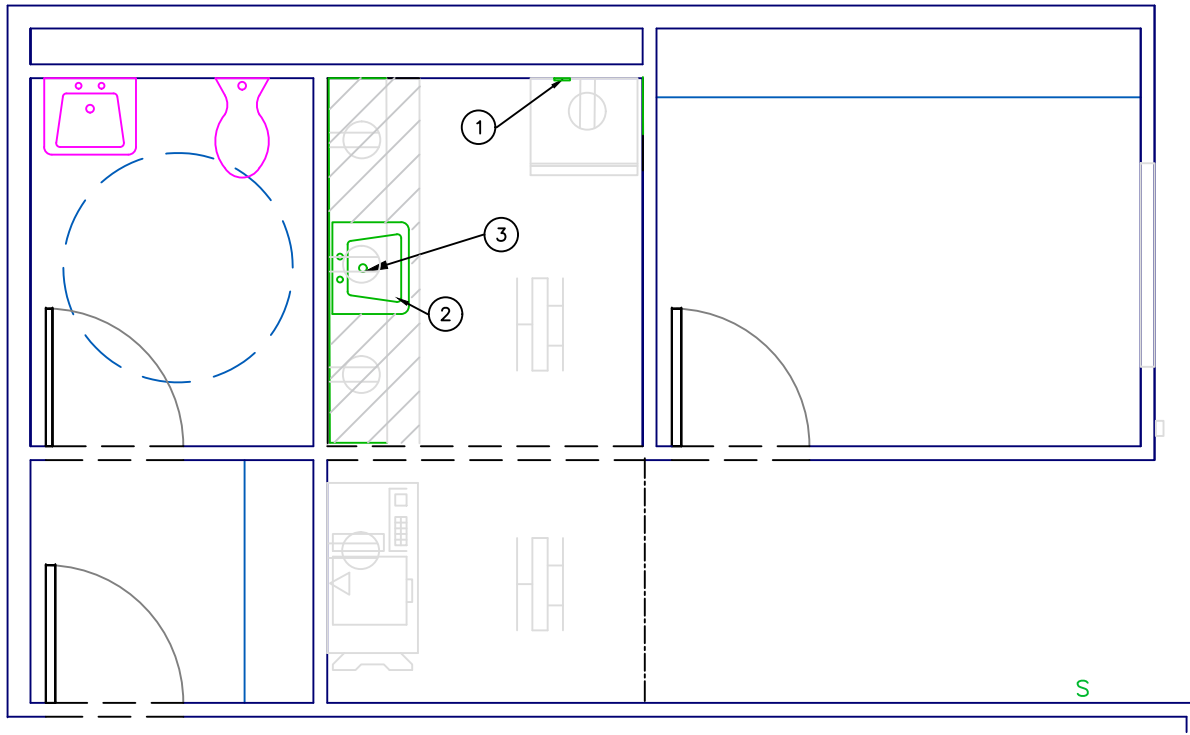
Project Designer: Lydia Piper  
lydia\_piper@nmd.uscourts.gov  
505-348-2088

Date: 6/24/2023

Page No.: 7 of 8

Project Description: Judge Rozzoni's Chambers Renovations

Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM



Keynotes:

1. Run water line for refrigerator and drainage from old sink location to new location.
2. Install salvaged sink, and faucet.
3. Provide and install new garbage disposal.

# P-101 – Plumbing

## General Notes

1. Notify GSA and the courts at least 72 hours prior to any utility shutoffs. All work involving utility shutoffs shall be done after hours to minimize disruption to staff.
2. Heavy demolition and construction to be done evenings and weekends. All other work can be done during normal business hours.
3. Area to be cleaned daily of all debris and trash.
5. Contractor should consult with GSA Building Manager before any plumbing work is completed.
6. Contractor should familiarize themselves with any and all building standards and protocols prior to beginning demolition or construction.

### Line Type

Carpet -----

Bulk Head - - - - -

Cabinets 

LVT Flooring 



United States District Court  
District of New Mexico

Project Designer: Lydia Piper  
lydia\_piper@nmd.uscourts.gov  
505-348-2088

Date: 6/24/2023

Page No.: 8 of 8

Project Description: Judge Rozzoni's Chambers Renovations

Project Location: Ste. 620 – PVD – 333 Lomas Blvd. NW, ABQ, NM

**ATTACHMENT D – Judiciary Project Requirement (JPR) – Scope of Work**



**Judiciary Project Requirements**  
**New Mexico District Court**  
**Judge Rozzoni Galley Renovation**  
Pete V. Domenici Courthouse  
333 Lomas Blvd. NW, Albuquerque, NM

---

Renovate Judge Rozzoni galley and staff restroom into combined workroom galley; add 54" x 52" window to interior office.

**Proposed Timeline:**

As soon as possible.

**Point of Contact:**

*Lydia Piper*

5053482088

*lydia\_piper@nmd.uscourts.gov*

**620**

**Carpet and Flooring**

Demo - Remove tile in existing restroom; remove carpet in hallway up to office door.

New Construction - Install new LVT (Mannington Spacia OR EQUAL) in newly renovated areas where tile and carpet was removed.

**Covebase, Baseboard and Thresholds**

Demo - Remove covebase and baseboard in hallway as needed up to office door.

New Construction - Install new covebase in galley/workroom area; replace baseboard in hallways as needed.

Special Instructions - Save baseboard for reuse.

**Painting and Wallpaper**

Demo - None.

New Construction - Patch, texture, prime and paint in all newly renovated areas; paint hallway corner to corner.

Special Instructions - Match existing paint color.

**Walls**

Demo - Remove wall with door between hallway and staff restroom; remove drywall and framing in office to create 54" x 52" window opening.

New Construction - Create bulkhead between different ceiling heights in hallway and restroom area.

**Door(s)**

Demo - Remove door and frame to staff restroom.

New Construction - None.

Special Instructions - Save door and hardware for GSA stock supply.

**Window(s)**

Demo - Remove drywall and framing on east wall in existing office for 54' x 52' window.

New Construction - Install new mullioned 3' x 3' window on east wall in existing office. Window placement should be between centered on wall.

Special Instructions - Window placement should be centered on wall. Verify placement prior to demolition.

**Cabinetry/Built-ins**

Demo - Remove existing cabinets and counter in existing galley area.

New Construction - Install new cabinets (Kraftmaid OR EQUAL) in newly renovated galley/workroom space. Install new counter. Colors/styles for both TBD. See drawings for placement..

Special Instructions - Confirm placement and provide rendering and samples from supplier for

approval.

**Hardware**

Demo - Remove door hardware to staff restroom.

New Construction - None.

Special Instructions - Save door hardware for GSA supply.

**Electrical and Lighting**

Demo - Remove existing thermostat on wall at entry. Save for reuse.

New Construction - Re-circuit light switch to turn on lights in newly renovated area from hallway. Add electrical outlets above counter according to drawings. Add new electrical outlets for garbage disposal. Move electrical outlet from galley area for microwave. Install data line for copier. See drawings for number and placement.

**Plumbing and Fixtures**

Demo - Remove toilet and sink in existing restroom. Cap toilet, but leave sink lines open for reuse. Remove existing sink and faucet in galley area. Save for reuse.

New Construction - Install saved sink in new location in renovated galley. See drawings. Install garbage disposal in newly installed sink.

Special Instructions - Save existing galley sink and faucet for reuse.

**Information  
Technology**

Demo - None.

New Construction - Install new data line for copier.

## **GENERAL CONDITIONS**

- Any work creating fumes or noise must be done after business hours unless GSA & court's express consent is given for specific dates.
- Contractor's submittals must identify any and all options (finish, size, style of controls, etc.) available to the court. Contractor's assumptive selection of "standard" options or finishes may result in refusal of work by the court and reordering of materials and labor at the contractor's expense.
- All work to be completed after normal business hours and weekends.
- Contractor must clean worksite daily.
- Work during normal business hours must be coordinated with the court to work around trial schedules.
- Contractor to give Courts/GSA advance notice of utility shutdowns so building occupants can be notified and work can be coordinated with building maintenance.
- Normal business hours are M-F, 8:00 a.m. to 5:00 p.m.
- Contractor shall provide protective sheeting between construction area and remainder of chambers for dust control. To the extent possible, contractor will prevent dust from getting in to air registers.
- Contractor shall remove all debris and trash on a daily basis.

## **ATTACHMENT E – AO213 Form**

# REQUEST FOR VENDOR INFORMATION AND TIN CERTIFICATION

Refer to the instructions page for further information on completing this form.

Note: Typed forms and forms that include a populated Type of Vendor may result in more efficient and precise processing. \*\*For handwritten forms, please see the General Instructions for the list of options for the Type of Vendor, Part 5 - U.S. Tax Classification, and Part 8 - Account Type drop down menus.

### \*\*Type of Vendor

Intern vendors only (effective end date):

#### Part 1 Payee Information

Line 1. Payee Name:

Line 2. Additional payee information: (if applicable)

#### Part 2 Business Name (if different from above)

Part 3 Enter only *one* TIN in the appropriate box. The TIN must match the name given in Part 1, Line 1.

EIN: - or SSN: - -

#### Part 4 SAM UEI # (if applicable)

Part 5 \*\*Select the appropriate U.S. tax classification for person or entity listed in Part 1, Line 1.

#### Part 6 Mailing Address (where payments, orders, and IRS 1099 forms, as applicable, will be sent)

Street address:

City: State: Zip code:

Point of Contact (if different from Part 1, Line 1 above) Name:

Phone #: (no dashes) Email address:

#### Part 7 Additional Address Information (if different from above)

Street address:

City: State: Zip code:

#### Part 8 Electronic Funds Transfer (EFT) Information

Owner(s) name as it appears on bank account:

Bank Name:

\*\*Select an Account Type: Routing # (9 digits):

Account Number: (do not include check number)

#### Part 9 Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number; and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined in the instructions).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Sensitive information must be securely maintained and only visible to designated staff.**

## General Instructions

**Purpose of the AO 213:** The Judiciary utilizes the AO 213 to collect information necessary to facilitate payment. For many payments, the Judiciary is required to file an information return (e.g., 1099-MISC; 1099-NEC; 1099-INT) with the IRS and, therefore, must obtain payees' correct names and associated TINs to do so. If a TIN is not provided, a payee may be subject to backup withholding – situations where the Judiciary must withhold a certain percentage to ensure the IRS receives any tax due on the payment.

Payments disbursed by the Treasury on the Judiciary's behalf must collect payee TINs to comply with the Treasury's TIN Policy.

Payee TINs, obtained through this form, may be used by the government to collect and report on any delinquent amounts arising out of the payee's relationship with the government.

**\*\*Vendor Type:** Select the option from the Vendor Type drop down menu that most accurately reflects current business operations or type of individual requiring a payment from the Judiciary.

The following are the available choices for this drop down menu:

- Billing/Accounts Receivable
- Business Entity
- Court Reporter
- Fed Pub Defender
- Intern
- Juror
- Other

**Intern vendors,** enter the effective end date only if intern vendor is selected in the Type of Vendor drop down.

### Part 1, Line 1

Do not leave this line blank. Enter only one name for you or your entity. The name should match the name on your or your entity's U.S. tax return.

Name or Entity	Instructions
Individual	Enter the name shown on your U.S. tax return. If you have changed your last name without informing the Social Security Administration of the name change, enter your first name, the last name as shown on your social security card, and your new last name. For Individual Taxpayer Identification Number (ITIN) applicants, enter your name as it was entered on your IRS form W-7 application, line 1a.
Sole Proprietor or Single Member LLC	Enter the name shown on the IRS 1040/1040A/1040EZ. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Partnership, LLCs, or Corporations (except Single-Member LLCs)	Enter entity name as shown on the entity's U.S. tax return in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Medical and Healthcare Providers	Enter the name shown on the IRS 1040/1040A/1040EZ. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Other Entities (e.g., trusts, non-profit entities, government agencies)	Enter entity name as shown on the entity's U.S. tax return in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.

### Part 1, Line 2

If this form is being completed so that a Treasury check may be issued payable to more than one person or entity, or if an EFT payment will be issued to an account owned jointly, enter in Part 1, Line 1 the name of the person or entity whose TIN you entered in Part 3. Additional names (e.g., "and" or "or") or additional information for U.S. Treasury check payments (e.g., "care of") must be entered in Part 1, Line 2.

If payments is to be made by...	Then, enter the following...
EFT to Payee 1 AND Payee 2, co-owners of a joint account	Payee 1's name in Part 1, Line 1; Payee 2's name in Part 1, Line 2; Payee 1's TIN in Part 3.
A Treasury check made payable to Payee 1, Payee 2, AND Payee 3	Payee 1's name in Part 1, Line 1; Payee 2's name AND Payee 3's name in Part 1, Line 2; Payee 1's TIN in Part 3.
A Treasury check made payable to Payee 1, Payee 2 OR Payee 3	Payee 1's name in Part 1, Line 1; Payee 2's name OR Payee 3's name in Part 1, Line 2; Payee 1's TIN in Part 3.
A Treasury check made payable to Payee 1, CARE OF (c/o) Power of Attorney	Payee 1's name in Part 1, Line 1; C/O Power of Attorney name in Part 1, Line 2; Payee 1's TIN in Part 3.

## **Part 2**

If you have a business or DBA name, you may enter it in Part 2.

## **Part 3**

Enter your or your entity's TIN in the appropriate box. The TIN must be the TIN associated with the one person or one entity listed in Part 1, Line 1. If you are a resident alien and you do not have – and are not eligible to get – an SSN, your TIN is your ITIN. Enter it in the social security number box. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If the LLC is classified as a corporation or partnership, enter the entity's EIN.

## **Part 4**

If applicable, enter your 12 alpha-numeric SAM Unique Entity Identifier (SAM UEI).

## **Part 5**

**\*\*U.S Tax Classification:** Select the appropriate box in Part 5 for the U.S. tax classification of the person or the entity's whose name is entered in Part 1.

The following are the available choices for this drop down menu:

- Attorney or Law Firm (including LLCs and corporations)
- C Corporation (non-health/medical care provider nor attorney/law firm)
- S Corporation (non-health/medical care provider nor attorney/law firm)
- Government Entity (fed, state, local)
- Individual
- LLC - C Corp (non-health/medical care provider nor attorney/law firm)
- LLC - S Corp (non-health/medical care provider nor attorney/law firm)
- LLC - Partnership (non-health/medical care provider nor attorney/law firm)
- Medical or Health Care Provider (including LLCs and Corporations)
- Non-Profit
- Partnership
- Single-member LLC
- Sole Proprietor
- Trust/Estate

## **Part 6**

Enter your address (number, street, and apartment or suite number). This is where your paper Treasury check and any information returns (e.g., 1099-MISC; 1099-NEC; 1099-INT), if applicable, will be mailed.

A point-of-contact (POC), email, and phone number may be entered, if desired. A POC must be entered should the POC differ from the entity or individual in Part 1, Line 1.

## **Part 7**

If you have an additional address other than the address provided in Part 6, such as a physical address different from the mailing address for payment and information returns, you may enter it here.

## **Part 8**

The Routing Number must be nine digits. If you are unsure of your banking information, consult your financial institution.

**\*\*Account Type:** You must identify your account as either checking or savings to ensure our payment is accepted by your financial institution.

The following are the available choices for this drop down menu:

- Checking
- Savings

## **Part 9**

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

For item 3, you are considered a U.S. person, for federal tax purposes, if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in, or under the laws of, the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in 26 CFR 301.7701-7).

For a joint account EFT payment or a joint payment by a Treasury check, only the person whose TIN is shown in Part 3 should sign.

**ATTACHMENT F – Cost Estimate and Project Schedule Examples**



## SAMPLE COST ESTIMATE

DESCRIPTION OF ITEM	QTY	UNIT	Unit	TOTAL	AMOUNT
			COST	COST	BASE BID
Wood Frame - Door	3	EA	\$63.80	\$191.40	
Door – Metal or Wood	3	EA	\$16.88	\$50.64	
Partition – Gypsum Board	500	SF	\$4.61	\$2,305.00	
Trim – Premolded Vinyl Base	130	LF	\$0.92	\$119.60	
Device - Switch	4	EA	\$30.96	\$123.84	
Outlet - Receptacle	4	EA	\$50.54	\$202.16	
Light Fixture – Emergency Unit	1	EA	\$ 113.59	\$113.59	
Library – Paint Grade	50	SF	\$37.66	\$1,883.00	
Furnish & Install Metal Door (Single)	1	EA	\$1,611.24	\$1,611.24	
4” Cove Vinyl Base	136	LF	\$4.46	\$606.56	
Metal Stud & Gypsum Wallboard Partition	20	SF	\$15.08	\$301.60	
Metal Stud & Gypsum Wallboard Partition	48	SF	\$15.08	\$723.84	
Interior Painting: Drywall	1500	SF	\$ 2.16	\$3,240.00	
Acoustical Ceiling System 2’x2’	1100	SF	\$14.15	\$15,565.00	
Outlet 120Volt Duplex Receptacle	4	EA	\$88.62	\$354.48	
Device – Switch	1	EA	\$138.56	\$138.56	
Emergency Light Unit	1	EA	\$1,799.01	\$1,799.01	
Floor Covering – Premium Grade	50	SY	\$102.27	\$5,113.50	
Concrete Slab Pour 4”	14	SY	\$38.14	\$533.96	
				TOTAL	\$34,976.98

# SAMPLE SCHEDULE

Task Mode ▾	Task Name ▾	Duration ▾	Start ▾	Finish ▾
	▾ 12th floor IT Space Renovation	22 days	Mon 3/22/21	Tue 4/20/21
	▾ Demo	7 days	Mon 3/22/21	Tue 3/30/21
	Walls	5 days	Wed 3/24/21	Tue 3/30/21
	Remove Outles	2 days	Mon 3/22/21	Tue 3/23/21
	▾ Replace Floor	15 days	Wed 3/31/21	Tue 4/20/21
	Remove exisitng Floor	5 days	Wed 3/31/21	Tue 4/6/21
	Install New Floor	10 days	Wed 4/7/21	Tue 4/20/21
	▾ Paint Walls	10 days	Mon 3/22/21	Fri 4/2/21
	Prep walls	5 days	Mon 3/22/21	Fri 3/26/21
	Paint Walls	5 days	Mon 3/29/21	Fri 4/2/21
	▾ Replace Baseboard	6 days	Mon 3/22/21	Mon 3/29/21
	Remove Existing Baseboard	1 day	Mon 3/22/21	Mon 3/22/21
	Install New Baseboards	5 days	Tue 3/23/21	Mon 3/29/21