



**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\*\***

RFQ Number: ABQ18-400

Request Date: September 13, 2018

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

Bid due date: **Monday, September 24, 2018 at 1:00 p.m. MST**  
**Please submit quotations by email.**

The District of New Mexico is soliciting open market proposals for a project that includes equipment, labor, configuration, and installation and testing. All specifications related to this project are detailed herein. Please note that two quotes are requested, one with and one without a monitor video feed to the conference table. Any technical questions regarding this solicitation should be emailed to Braden McDonald at [braden\\_mcdonald@nmd.uscourts.gov](mailto:braden_mcdonald@nmd.uscourts.gov).

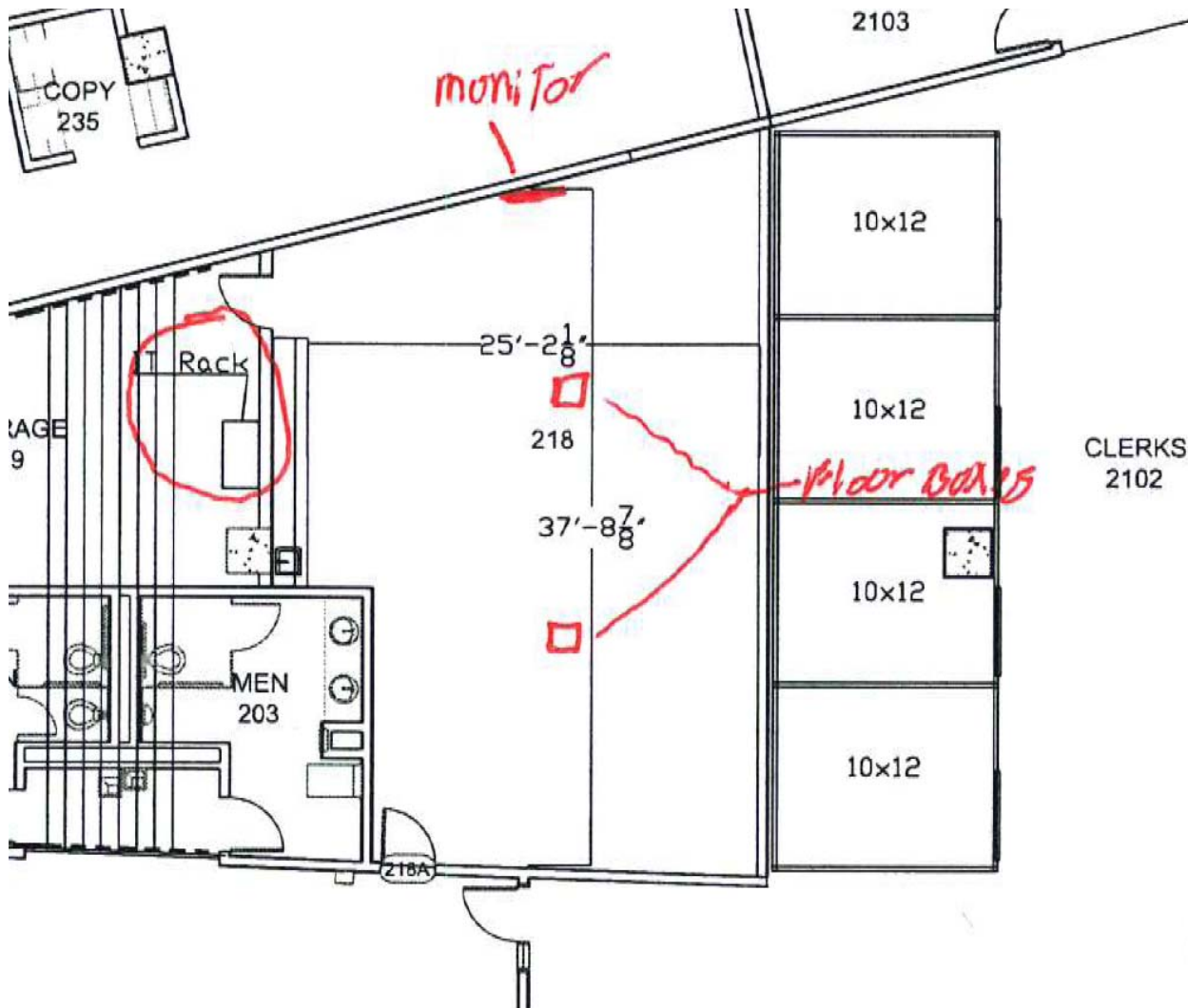
**A firm-fixed price award from this RFP will be made based on the lowest priced, technically acceptable offer.**

Sincerely,

Eduardo Contreras, Jr.

## Las Cruces – Mesilla Conference Room

Drawing:



### From Space & Facilities:

The North wall is being braced for a large wall mounted monitor. There will be 2 stub outs behind the monitor into the ceiling for AV and data cabling and one duplex outlet. The stub outs behind the monitor go into the ceiling as a path to the AV closet. There will be two floor boxes with power and two conduits from each floor box going into the storage closet for the AV rack. There will be 2 quad receptacles in the storage room for the AV rack along with stub outs into the ceiling for AV and data cabling. I have included a drawing of the room with the locations of the floor boxes, monitor and AV rack. We will also have a few data drops around the room. The table is 8' x 24'.

### Equipment:

- 2 main monitors
  - 70" or 75" (request vendor input)
  - Wall mounts that swivel out, since the wall is angled. Monitors should be even/flush with each other.

- Polycom VTC codec
  - Perhaps RealPresence Group 500 system?
  - 0 Polycom mics needed (see below under audio system)
  - 1 camera – nothing unusual needed zoom-wise. VTCs will be rare and participants can sit near the TVs and camera.
  - Mount camera on TV or on wall above TV
  - Multipoint license
  - Content sharing license
  - Dialing, connecting, settings, camera control, & content sharing will be through the codec remote control (not the control system).
- Presentation (monitor) inputs
  - VGA with audio (Court will connect a PC)
  - HDMI as a spare
  - VTC codec
  - All of these inputs will be at the rack location. The Court will put a PC there for presentation use, using a wireless mouse and keyboard at the conference table.
- Basic control system (Extron)
  - Wall push-button system to select input *for each monitor*
  - Located someplace convenient in the room – open for discussion.
  - Court desires the ability to display:
    - VGA or HDMI on both monitors, such as a dual monitor PC
    - VTC far end on one monitor, near end on other
    - VGA or HDMI on 1 monitor (NOT VTC content), VTC far end on other
    - VTC content on 1 monitor, VTC far end on other
  - Audio control: volume control and indicator
  - Wall plate input for USB that will connect to a PC at the AV rack (can be its own plate or included on another plate – for use to get presentations loaded onto the PC without having to go to the rack)
- Power conditioner & surge suppressor (no UPS needed) in AV closet for the rack.
- Audio system
  - Ceiling speakers (70V)
    - Two rows, one on left side, one along right side, more or less over the chairs, for stereo sound. (The table will be large, covering both floor boxes. The table's dimensions can be provided, if requested.)
  - Maybe an 10-12 input, 4 output mixer
  - Inputs: VGA audio (1 & 2), HDMI audio (3 & 4), VTC (5 & 6), boundary 1 (7), boundary 2 (8), extra 1 (9), extra 2 (10)
    - Stereo inputs will be panned hard left & right. Mono inputs will be straight down the middle.
  - Outputs: left zone (1), right zone (2), VTC send (3), extra 1 (4)
  - Zone the ceiling speakers for stereo audio
  - 2 omnidirectional boundary mics on table, wired to the rack through the floor boxes, and fed to the VTC codec audio input
  - Additional 1 or 2 inputs to grow
- Rack to hold equipment in AV closet
- Option: Run one video output feed for a monitor on the table (feed to rear floor box)

**PLEASE PREPARE ONE QUOTE WITH THE OPTION AND ONE QUOTE WITHOUT IT.**

**Requirement:** all technicians working on the project must be employees of the company that wins the bid. Contractors may not be used.

## 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 legally 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

X  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)

X  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.)*