

Request for Quotation

RFQ Number: RFQ-17-00002
Request Date: **13 JULY 2017**
Request for Open Market Pricing

The U.S. Bankruptcy Court for the District of New Mexico are currently engaged with the General Services Administration in the construction of two new judges' chambers and ancillary spaces located at the Pete V. Domenici Federal Courthouse is located at 333 Lomas Blvd, Albuquerque, New Mexico. Anticipated substantial completion is the beginning of **October 2017**, with occupancy in early November 2017.

The court has a requirement to install a structured cabling system in this space as described in the attached Statement of Work (SOW). Applicable drawings and specifications are also attached to this RFQ.

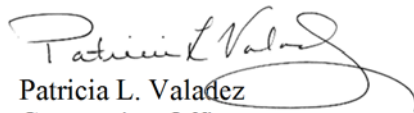
This is a request for **open market pricing**. A firm fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Each vendor shall submit with their quote documentation validating their category 6 Ethernet cabling certification, as well as, three references of similar sized projects.

This work is subject to the Service Contract Act. The current Department of Labor wage determination is attached to this RFQ.

All prospective contractors are invited to a site visit of the space where work will be performed scheduled for **20 JULY 2017 at 9:00 AM MDT**. If you would like to participate in site visit, please contact **Patricia L Valadez** (Patricia_Valadez@nmb.uscourts.gov) by email before **18 JULY 2017 at 5:00 PM MDT**. Participation in the site visit is not mandatory for eligibility to submit a quote; however, it is highly recommended. The site visit will start promptly at **9:15 AM** on the 2nd floor outside of the District Court Clerk's Office, 333 Lomas Avenue, Albuquerque, New Mexico. All related questions and clarifications need to be submitted to the court by email, on or before **24 JULY 2017 by 5:00PM MDT** to **Patricia L Valadez** (Patricia_Valadez@nmb.uscourts.gov).

Quotes need to be submitted by email no later than **28 JULY 2017 by 5:00 PM MDT** to **Patricia L Valadez** (Patricia_Valadez@nmb.uscourts.gov).

Sincerely,


Patricia L. Valadez
Contracting Officer

Attachments: SOW, Clauses and Provisions, Department of Labor Wage Determination, Drawings & Specifications

Quote Sheet for RFQ Number: _____

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	MATERIALS				
2	LABOR HOURS				
				TOTAL	

*** The above is to be used for a quick reference purposes only, please include your full quote in its entirety with submission.

Vendor's Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

DUNS number

Printed or Typed Name of Signator

Discount Terms or Net 30?

STATEMENT OF WORK (SOW)

- 1.1 INTRODUCTION: The United States Bankruptcy Court – District of New Mexico (USBC-NM) is relocating from the 500 Gold Avenue SW courthouse/federal building to the 333 Lomas Boulevard NW federal courthouse in Albuquerque, NM. The space the USBC-NM is moving to in the 333 Lomas Boulevard NW Federal courthouse is currently under renovation to support the relocation of the USBC-NM.
- 1.2 PURPOSE: To add the infrastructure for a USBC-NM Local Area Network (LAN) to the space that is being renovated in the 333 Lomas Boulevard NW federal courthouse for USBC-NM. This infrastructure shall support network accessibility for court staff and equipment in the newly constructed space. ????
- 1.3 SCOPE: The services being requested will create the infrastructure for a USBC-NM LAN for the renovated space that USBC-NM will be occupying in the 333 Lomas Boulevard NW federal courthouse in November 2017. This requirement is to install a structured cabling system in this space, which will include 144 category 6 horizontal data/telephone drops, and dual diverse 6-strand fiber runs from the basement server room to the IDF's (Intermediate Distribution Frame) on the 2nd, 3rd, 5th and 6th floor at this location.
- 1.4 OTHER REQUIREMENTS:
 - a. Documentation of supporting category 6 Ethernet cabling certification.
 - b. Three references confirming satisfactory completion of similarly sized projects.
- 2 DESCRIPTION OF DELIVERABLES:
 - a. The Contractor shall provide and install plenum rated Category 6 UTP horizontal cables as shown on the drawings. The maximum allowable horizontal cable length is 295 feet. This maximum allowable length does not include an allowance for the length of 16 feet to the workstation equipment. The maximum allowable length does not include an allowance for the length of 16 feet in the horizontal cross-connect.
 - b. The Contractor shall provide ladder rack in wiring closet and/or server room as required. J-hooks are to be spaced no more than 5 feet on center.
 - c. The Contractor shall install fiber from the Basement server room to IDFs located at: 2nd floor West; 3rd floor East; 5th floor West; and 6th floor West. Fiber shall be multimode six strand OM3 (50/125 micron laser optimized).
 - d. All cabling associated with reconfiguration needs to be labeled and tested by the Contractor as part of this project.
 - e. Horizontal cabling system shall comply with transmission standards in TIA/EIA-568-C.1. Manufacturer shall be/equal to/better than Belden, Berk-Tek, CommScope, General Cable, or Superior Essex.
 - f. Jack color shall be same as faceplate.
 - g. Cabling may be pulled through walker ducts, conduit or ceilings to create the infrastructure needed for a USBC-NM LAN.
 - h. The Contractor is responsible for repairing any/all cut(s) in the carpet and damage to building that results from the Contractor's work.
- 3 DELIVERABLES:
 - 3.1 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES:
 - a. Upon decision of the contract and signing, all business meetings shall be scheduled through Rob Trujillo and any supporting staff needed for this process.
 - b. Completed construction areas may be worked on prior to all construction areas being completed.

3.2 REVIEW PERIOD FOR DELIVERABLE(S): To Be Determined (TBD) AT CONTRACT AWARD.

3.3 ACCEPTANCE CRITERIA FOR DELIVERABLE(S):

- a. All cabling associated with configuration needs to be labeled and tested by the Contractor as part of this project.
- b. The Contractor shall test each cable using an Agilent Technologies, Fluke Networks, or Ideal Industries test instrument for Category 6 compliance.
- c. Results of testing must be documented by the Contractor and given to Rob Trujillo at time of completion.
- d. The Contractor shall replace and retest any link not meeting TIA/EIA 568 and latest TSB Category 6 requirements, at no cost to the government.
- e. The Contractor is responsible for repairing any/all cut(s) in the carpet and damage to building that results from the Contractor's work.

4 ENVIRONMENT:

4.1 LOCATION(S) FOR PERFORMANCE: US Bankruptcy Court - NM
Pete V. Domenici US Courthouse-2nd, 3rd, 5th, & 6th Floor
333Lomas Blvd. NW
Albuquerque, NM 87102

The performance location(s) on: basement server room, 2nd, 3rd, 5th, and 6th floors. All questions regarding performance locations shall be coordinated through Rob Trujillo (505-348-2492).

4.2 GOVERNMENT FURNISHED PROPERTY: Others shall provide conduit, cable tray, boxes (pathways and spaces) under the general construction contract. This infrastructure shall be in place before the start of any work of the Contractor.

4.3 CONTRACTOR FURNISHED MATERIAL: Any cable/cabling hardware/cable management (to include but not limited to ladder rack, etc.)/finishing products required for this project shall be provided by the Contractor.

4.4 MEETINGS: To be scheduled as needed to facilitate contractor performance.

4.5 TRAVEL AND PER DIEM REQUIREMENTS: NA

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 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, see attached.

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 type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(end)

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

(a) *Definitions.*

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

- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

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

- [] TIN has been applied for.
- [] TIN is not required, because:

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

(e) *Type of organization:*

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

(f) *Contractor representations.*

The offeror represents as part of its offer that it is , is not, 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected, then one sub-type is required)
 - Black American
 - Hispanic American
 - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - Individual/concern, other than one of the preceding.

(end)

____ 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.

(end)