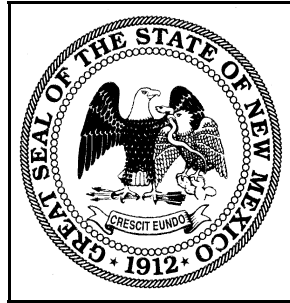


STATE OF NEW MEXICO

ELEVENTH JUDICIAL DISTRICT COURT - SAN JUAN COUNTY



INVITATION TO BID

PURCHASE AND INSTALLATION OF AUDIO-VISUAL EQUIPMENT
FOR COURTHOUSE EXPANSION

BID NUMBER
07-07-2010

A. SCOPE OF WORK

The purpose of this Invitation to Bid is to select one or more vendors to provide and install audio-visual equipment, as well as prepare installation connections for existing equipment, in three new courtrooms being added to the existing courthouse during phase II of the construction project. The selected vendor(s) will:

1. Provide and install new equipment indicated in the attached technical specifications spreadsheet #1.
2. Integrate into the installation of the new equipment the preparation of connections for the court's installation of certain existing equipment indicated in the attached technical specifications spreadsheet #2.
3. Test all installation connections as well as the equipment that the vendor has provided and installed.

B. PROCUREMENT HIGHLIGHTS

Procurement Manager: Weldon J. Neff, Court Executive Officer
103 So. Oliver Dr.
Aztec, NM 87410
505-334-6151

Technical specifications contact: Stan Fogo, Information Technology Specialist, Sr.
505-334-7772

FOB Point: Destination
Eleventh Judicial District Courthouse
103 So. Oliver Dr.
Aztec, NM 87410

Delivery Date: The project will be completed by the close of Phase II of the construction, now expected to occur approximately November 1, 2010.

Optional Pre-bid Walk-through: **July 14, 2010, 2:00 - 4:00 p.m.** Opportunity for prospective bidders to walk through the construction site and meet with the Court's technical specifications contact, Stan Fogo.

Bid Closing Date: Bids must be received at the Eleventh Judicial District Court, 103 So. Oliver, Aztec, NM by **12:00 noon** local time, on **July 28, 2010**. Bids received after the date and time indicated will not be considered.

Bid Opening Date: **July 28, 2010, 1:00 p.m.**

C. CONDITIONS GOVERNING THE PROCUREMENT

1. Law Governing Procurement
This procurement will be conducted in accordance with the New Mexico State Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199.
2. Notice
The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
3. Acceptance of Conditions Governing the Procurement
The Court requires all bidders to agree to be bound by the Conditions Governing the Procurement contained in this Invitation to Bid (“ITB”). Any bidder concerns must be promptly brought to the attention of the Procurement Manager noted above.
4. Cost of Bid Submission
Any cost incurred by the bidder in the preparation and transmittal of a bid, including any costs to attend the pre-bid walk-through, shall be borne solely by the bidder.
5. Overly Restrictive Specifications
It is the intent of the Court to fashion this ITB in such a manner as to be open to all qualified bidders. Any specification that tends to limit or eliminate a qualified vendor must be brought to the attention of the Procurement Manager not less than ten (10) days before the bid due date. Failure to bring such a matter to the attention of the Procurement Manager prior to the due date shall bar the vendor from asserting a later claim in this regard.
6. Clarification Requested by Offeror
Bidders must carefully examine the ITB to understand the parameters of the goods and services being solicited. If a bidder questions any of the specifications, the bidder must contact the procurement manager for clarification before submitting the proposal. No additional payments will be paid to the selected vendor for goods or services that were not properly brought to the Court’s attention during the procurement process.
7. Bidder-proposed Terms
The Court has no obligation to accept alternative or additional terms proposed by the bidder.
8. Non-responsive Bids
Any bid that does not provide all information requested in this ITB may be deemed non-responsive and the Court may reject the bid on that basis.
9. Corrections to Submitted Bids. Amended Bids

If a bidder has submitted a bid, the bidder may make corrections or changes to the bid so long as made prior to the scheduled bid opening with each correction or change signed or initialed by the bidder. A bidder may also submit an amended bid before the deadline for receipt of bids. An amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such. Any additional terms and conditions which may be the subject of negotiation between the Court and the successful bidder shall not be deemed an opportunity to amend the bidder's bid.

10. Bidder's Right to Withdraw Bid

Bidders are allowed to withdraw their bids at any time prior to the deadline for receipt of bids. However, the bidder may not then re-submit the bid.

11. Bid Amount Firm - Best Pricing Condition

The bid amount stated in response to this ITB will be considered firm until completion of phase II of the construction project. However, the bid amount does not preclude price changes if deemed beneficial to the Eleventh Judicial District. In recognition of market price fluctuations, the bidder agrees to bid the best possible price to the Eleventh Judicial District including any available discounts or special pricing that applies. Bid prices will reflect the upper limit that may be charged for any particular item or service.

12. Non-collusion

In signing and submitting a bid, the bidder certifies that the bidder has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with the bidder's bid.

13. Cancellation of ITB

The Court reserves the right to cancel all or any portion of this ITB at any time without cost to the Court.

14. Right to Waive Minor Irregularities

The Court reserves the right to waive minor irregularities in a bidder's bid. The Court also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Court.

15. Acceptance/Rejection of Bids

The Court reserves the right to reject any or all bids as well as the right to accept all or a portion of a bid if the Court determines such action to be in the best interest of the State of New Mexico. Should all bids be rejected, the Court reserves the right to initiate the procurement anew.

16. Ownership of Bids

All documents submitted in response to this ITB shall become the property of the Court and the State of New Mexico.

17. Disclosure of Bid Contents
All bids will be kept confidential until purchase documents are issued after which all bids will be open to the public.
18. Notice - Sufficient Appropriations
The purchase of any goods or services as a result of this ITB is contingent on sufficient appropriations and authorizations for expenditures being made by the New Mexico legislature to permit payment. If sufficient appropriations and authorizations are not made by the legislature, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the vendor's receipt of written notice of termination from Eleventh Judicial District Court. The Eleventh Judicial District Court's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the vendor and shall be final
19. No obligation
This ITB in no manner obligates the Court to the use of any proposed goods and services until a purchase document is issued in response to a bid. The Court reserves the right to negotiate with the successful bidder provisions in addition to those contained in this ITB.
20. Changes to Bid After Bid Opening and Prior to Bid Award
After bids are opened and prior to award, no modifications on bid prices or other provisions shall be permitted except that a bidder alleging it made a material mistake of fact may be permitted to withdraw its bid upon a written request and at the discretion of the Procurement Manager.
21. Bid Evaluation
 - A. The Eleventh Judicial District Court is not obligated to award to the lowest bidder. Bids will be evaluated by cost and whether the bid, as a whole, is deemed to be in the best interest of the Eleventh Judicial District Court.
 - B. Prompt payment discounts will not be considered in computing the low bid. Discounts for prompt payment will be considered after the award of the contract.
 - C. Bids shall be awarded on unit price without regard to tax.
 - D. Each bidder may obtain a New Mexico Resident Preference Certificate Number through the Purchasing Division of the State of New Mexico's Department of General Services. For an application, go to <http://www.generalservices.state.nm.us>. Choose "State Purchasing" from the drop down menu under the "GSD Divisions & Bureaus" menu. From that page, choose "Vendor Preference Application" from the "Vendor Information" drop down menu. State purchasing is located in the Joseph M. Montoya Building, 1100 St. Francis Dr., room 2016 in Santa Fe, NM. Mailing address is P.O. Box 6850 Santa Fe, New Mexico 87502-6850
22. Bid award

The Eleventh Judicial District Court reserves the right to award one or more purchase documents: by groups of items, on the basis of individual items, or an combination of these which best serves the interests of the Eleventh Judicial District.

23. Protest Deadline

Any bidder who is aggrieved in connection with the Court's bid decision may protest to the Court in conformance with NMSA 1978 Section 13-1-172. The protest shall be submitted in writing to the procurement manager within fifteen (15) days after the bid decision is announced. Protests must include the name and address of the protester and contain a statement of grounds for protest including appropriate supporting exhibits. The protest must specify the ruling requested from the Court. Protests received after the deadline will not be accepted.

D. CONTRACT TERMS

1. Binding Contract

When the Court issues a purchase document in response to a vendor's bid, a binding contract is created.

2. Assignment

A. Neither a purchase document, nor any interest therein, nor claim there under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the Eleventh Judicial District. No such assignment or transfer shall relieve the vendor from the obligations and liabilities under the purchase document.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the Eleventh Judicial District as to goods, services and materials purchased in connection with this bid are hereby assigned to the Eleventh Judicial District Court.

3. Governing Law

The contract and contract disputes, if any, shall be governed by the applicable laws, statutes, rules, and regulations of the State of New Mexico.

4. Performance In Accordance With Law

The vendor shall comply with all laws, ordinances, rules and regulations that bear on the services provided. Vendors doing business with the State of New Mexico must be in compliance with Title VII of the Federal Civil Rights Act of 1964 and the Americans With Disabilities Act.

5. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Court. This provision shall extend indefinitely beyond the terms of this Agreement.

6. Indemnification
As material consideration for this Contract, the Vendor agrees to indemnify and defend the Court, its officials, employees and agents from any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees asserted against or sustained by the Court and resulting from the Vendor's actions, omissions, or the actions or omissions of the Vendor's employees or agents under this Agreement.

7. Inspection
Final inspection and acceptance will be made at the destination. Equipment or goods rejected at the destination for nonconformance with specifications shall be removed at the vendor's risk and expense promptly after notice of rejection.

8. Commercial Warranty
The vendor agrees that the goods and services furnished under the purchase documents shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided therein shall extend to the Eleventh Judicial District and are in addition to, and do not limit, any rights afforded to the Eleventh Judicial District by any other clause of this ITB or purchase document. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

9. Invoicing
 - A. Invoices shall be submitted to the Eleventh Judicial District Court, ATTN: Financial Department at 103 So. Oliver Dr., Aztec, NM 87410.

 - B. In accordance with NMSA 1978 Section 13-1-158 of the New Mexico Procurement code, the vendor may assess late payment charges when thirty days past the final acceptance of the goods and services provided at the rate of one and one-half (1 ½%) per month of the unpaid balance. Payment made by mail is deemed tendered on the date it is postmarked.

E. SPECIFICATIONS

1. Equipment to be purchased under this ITB is to be new and of the most current production, unless otherwise specified. Equipment shall comply with all industry standards and certifications where applicable, for example NSF, UL etc.

2. The unit price shall exclude all State taxes. Bidder shall submit taxes on total bid as a separate unit.

3. To preclude possible errors and/or misinterpretations, bid prices must be submitted LEGIBLY in ink, or type written. The amounts shall be stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.

4. Specifications in this ITB are not meant to exclude any bidder or manufacturer. Where a brand name is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. Brand names and numbers are generally for reference and equivalents will be considered UNLESS otherwise indicated on the specifications spreadsheet.
5. Technical Specifications for new equipment to be purchased and installed are detailed on the attached spreadsheet #1.
6. Spreadsheet #2 identifies existing equipment that will be incorporated into the audio visual system and for which connections should be prepared.

F. BID SUBMISSION INSTRUCTIONS

1. Submit bid in an opaque, sealed envelope to the attention of the Procurement Manager, Weldon J. Neff at 103 So. Oliver Dr., Aztec, NM 87410.
2. Faxed bids will not be accepted.
3. Include two (2) copies of the original bid.
4. Include a letter of transmittal which contains the following:
 - a. Business address
 - b. Business phone and fax numbers
 - c. New Mexico business license number
 - d. A statement that the bidder agrees to be bound by the Conditions Governing the Procurement contained in part C of this ITB.
 - e. Objection to any of the part D Contract Terms or other provisions of this ITB must be noted along with the bidder's proposed specific alternative language. The Court may or may not accept the alternative language.
 - f. The signature of a representative of the business who is authorized to bind the business and by which the signatory states "By signing this document, I affirm I am authorized to represent this business and to provide the goods and services required according to this bid."
 - g. If different from item f above, identify the name of the person the Court may contact for clarification of matters within the bid, or to request further information.
5. Indicate on the envelope that the submission is in response to the ITB for audio-visual equipment
6. Indicate on the envelope the name of the bidder.
7. All submissions will be time and date stamped upon receipt.
8. The Court will maintain and make public a log of the dates all bids have been received and from whom.

BID OFFER
 BID NO. 04-10-01
 Spreadsheet 1

	A	B	C	D	E
1	Item#	Category/office	Description	Quan.	ut of meas.
2	1	Equipment Rack	Mid Alantic Rack Part # ERK44-25 Or equivilant	2	EA
3	2	DVD Recorder	Toshiba Model # dvr670 Or Equivilant	3	EA
4	3	Document Camera	Wolfvision VZ-8 or Newer Model	1	EA
5	4	Ceiling Speakers	FA136 6" Loudspeaker or Equiv	22	EA
6	5	Speaker enclosure	FA 97-6 Enclosure or Equiv	22	EA
7	6	Speaker Grill	FA720-6 Atlas Sound Grill or Equiv	22	EA
8	7	Microphones Corded	Shure MX412d/n or New model	6	EA
9	8	Microphones Wireless	Lectrosonic Dual Reciever with one hand mic and one lapel mic	1	EA
10	9	Amplifier	Lectrosonic PA8 or Equiv	3	EA
11	10	touch screen input system	Point maker System PVI-X90 w/COMM 4A w/USB digitizing tablet(PVI-X90DU), with three touch screens with swing arm mounts.	3	EA
12	11	Audio Mixer	Lectrosonic DM 16/12 or Equiv	3	EA
13	12	Projector	Mitsubishi WD3300U Auditorium Projector or Equiv	3	EA
14	13	Lecturn	36" Sound Craft Systems Camberlin Series needs 19"equipment rack room for tower computer, side pullout drawer for documents camera Cherry Finish	2	EA
15	14	TV	LG 42" LCD TV Model 42ld520 or Equiv	6	EA
16	15	TV Mount	Chief mount Model MWRUB for 42" LCD TV or Equiv	6	EA
17	16	Video Distribution Amp	Needs to go to Projector and two TV Screens (Only if needed)	3	EA
18	17	Optional Equipment	Some sort of mix minus system to Eleminate feedback	3	EA
19	18				
20	19				

Spreadsheet 2

Recycled Equipment

Equipment	Description	Quantity	Option Recycled on
Judge Townsend's Courtroom			
Equipment Rack	Mid Alantic Rack Part # ERK44-25 Or equivalant	1	Courtroom
Video and Audio Switcher	Extron IN1508 Or New Model	1	Conference room
Document Camera	Wolfvision VZ-8	1	Courtroom
Microphones Corded	Shure MX412d/n or New model	6	Courtroom
Microphones Wireless	Lectrosonic Dual Reciever with one hand mic and one lapel mic	2	Courtroom
EQ	Peavey EQ PV215EQ or EQUIV	1	Conference room
Amplifier	Peavey UMA352 or Equiv	1	Conference room
Audio Mixer	For The Record MX-5	1	Conference room
Lecturn	Sound Craft camberlin series	1	Courtroom
TV	36" for Gallery viewing	2	Courtroom
Smart Board	77" touchscreen Smart brand	1	Conference room

Judge Dean's Courtroom			
Document Camera	Wolfvision VZ-8	1	Courtroom
Microphones Corded	Shure MX412d/n or New model	6	Courtroom
Microphones Wireless	Lectrosonic Dual Reciever with one hand mic and one lapel mic	2	Courtroom
EQ	Peavey EQ PV215EQ or EQUIV	1	Conference room
Amplifier	Peavey UMA352 or Equiv	1	Conference room
Audio Mixer	For The Record MX-5	1	Conference room