

2. CONTRACT NUMBER 3. SOLICITATION NUMBER ABQ21-300 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 09/13/2021 6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY CODE 8. ADDRESS OFFER TO (If other than item 7)
 US District Court -District of New Mexico
 333 Lomas Blvd NW Suite 270, Albuquerque, NM 87102

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See address in block #7 until 9:00am local time 09/23/2021 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME Eduardo Contreras B. TELEPHONE (NO COLLECT CALLS) AREA CODE 505 NUMBER 348 EXTENSION 2066 C. E-MAIL ADDRESS econtreras@nmcourt.fed.us

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS(%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 3304(a) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 8

24. ADMINISTERED BY (If other than Item 7) US District Court, District of New Mexico-Clerk's Office 333 Lomas Blvd NW Suite 270 Albuquerque, NM 87102 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) Eduardo Contreras, Jr. 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B – Supplies or Services and Price Costs

B.1 PRICING FORM

The pricing form listed below will be used to compare firm fixed pricing quotes. Offerors are required to provide their pricing proposals by using the This is the total firm fixed price to be paid to the contractor for providing the equipment and services as described in the Statement of Work (SOW) included as Section C of this document. The firm fixed price shall be all inclusive and no payments will be made in addition to the stated firm fixed price for any efforts made by the contractor in accomplishing the SOW.

PROJECT ABQ21-300

CLIN NO.	Supplies or Services	Unit	Firm Fixed Price		Total	
			1 Year	2 Years	1 Year	2 Years
0001	Nutanix NX-3060-G6 LIC-00560782	EA				
0002	Nutanix NX-3060-G5 LIC-00239341	EA				
0003	Nutanix NX-3060-G5 LIC-00232149	EA				
0004	Nutanix NX-3060-G5 LIC-00232150	EA				

TOTAL COST with 1yr Support \$ _____ / TOTAL COST with 2yr Support \$ _____

Section C – Specifications/Statement of Work

C.1 BACKGROUND

The United States District Court for the District of New Mexico requires a vendor to provide two quotes, one for a one year term and second for a two-year term, for Pro Entitlement Licenses and Gold system support for the Nutanix Nodes in our virtualization infrastructure indicated in the table above.

C.3 MAINTENANCE AND REPAIR SERVICE

Commercial Extended Warranty/Service Plans. In accordance with Provisions 2-15, Warranty Information, incorporated by reference into Section L.4 of this Solicitation, the contractor shall provide information on available commercial extended warranties and/or follow-on maintenance programs available as an option to the judiciary. The maintenance/support will begin after installation and acceptance of hardware/software through the duration of the selected support package.

Section D - Packaging and Marking**D.1 CLAUSES INCORPORATED BY REFERENCE**

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

Clause	Title	Date
2-45	Packaging and Marking	AUG 2004

Section E - Inspection and Acceptance**E.1 CLAUSES INCORPORATED BY REFERENCE**

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

Clause	Title	Date
2-5A	Inspection of Products	APR 2013
2-5B	Inspection of Services	APR 2013
2-10	Responsibility for Products	JAN 2010

Section F - Deliveries or Performance**F.1 CLAUSES INCORPORATED BY REFERENCE**

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

Clause	Title	Date
2-25A	Delivery Terms and Contractor's Responsibility	JAN 2003
2-30A	Time of Delivery	APR 2013
2-35A	F.O.B. Destination, Within Judiciary's	JAN 2003
2-60	Stop Work Order	JAN 2010

7-200	Judiciary Delay of Work	JAN 2003
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F. DELIVERY SCHEDULE AND LOCATION

Work on this contract must begin not later than three days after date of award. All products must be FOB delivery, within the judiciary's premises and received at:

United States District Court for the District of New Mexico
333 Lomas Blvd. NW, Suite 270
Albuquerque, NM 87102
Attention: Bryan Borne

Section G - Contract Administration Data

G.1 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
7-5	Contracting Officer's Representative	APR 2013
7-125	Invoices	APR 2011

G.2 CLAUSES INCLUDED IN FULL TEXT

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)

Section H - Special Contract Requirements

H.1 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
1-1	Employment by the Government	JAN 2003
7-55	Contractor Use of Judiciary Networks	JUN 2014

Section I - Contract Clauses

I.1 CLAUSES INCORPORATED BY REFERENCE

Clause(s) Incorporated By Reference (see Clause B-5, Section I.2)

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
2-20B	Contractor Warranty (Products)	JAN 2010
2-95	Material Requirements	JAN 2003
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

Clause	Title	Date
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	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
7-30	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
7-85	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

I.2 CLAUSES INCLUDED IN FULL TEXT

B-5 Clauses Incorporated by Reference SEP 2010

This procurement 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)

Section J – List of Attachments

Attachment A:

Section K – Representations, Certifications and Other Statements of Offerors or Respondents

K.1 PROVISIONS INCLUDED IN FULL TEXT

Provision 3-5 Taxpayer Identification and Offeror Information APR 2011

(a) Definition.

"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 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 Owned
 - Hispanic American Owned
 - Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, 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 Owned (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 3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (APR 2011)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
 - (A) are___ / are not___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have___ / have not___ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;
 - (C) are___ / are not___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have___ / have not___ within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(ii) The offeror has___/ has not___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(END)

3-30 Certification of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory –
 - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision;
 - (2) or
 - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision
_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

- (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- (END)

3-130 Authorized Negotiators JAN 2003

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (offeror lists names, titles, and telephone numbers of the authorized negotiators).

Name: _____
Title: _____
Telephone: _____
Fax: _____
E-mail: _____

(END)

Section L – Instructions, Conditions and Notice to Offerors

L.1 PROPOSAL CONTENT

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained in this solicitation. Proposals must be complete, well organized, self-sufficient (i.e., understandable without reference to extraneous documents other than this solicitation) and respond directly to the requirements of this solicitation. Proposals should be firm fixed price and alternative pricing to firm fixed price will not be accepted. However, alternative proposals offering "EQUAL TO" equipment or technological solutions will be accepted in accordance with the terms of Provision 3-100, Alt II, Instructions to Offerors. Proposals shall consist of completed Solicitation Documentation including the Firm Fixed Price Proposal.

Any questions related to this Solicitation should be directed to Eduardo Contreras, Jr. at Eduardo_contreras@nmd.uscourts.gov and subject line must state ABQ21-300. Direct phone number is 505-348-2066. The deadline to submit bids is 9:00am **September 23, 2021**

Section 1 – Completed Solicitation Documentation and Price

(a) Price Proposal.

Price information shall be confined to the Price Section of the proposal and shall not be included in any other section of the Solicitation. Proposed pricing for equipment and

services shall be provided on the Pricing Form of this Solicitation. The offeror should revise the Pricing Form as necessary to provide pricing for necessary services and equipment. The offeror must revise the line item description to include the make, model, quantity and proposed unit and total price for each piece of equipment offered. Pricing for all equipment and services shall be on fixed price basis. The contracting officer intends to evaluate pricing using price analysis techniques applied to the Pricing Form provided by offerors. If adequate price competition is not obtained or if price reasonableness cannot be determined by applying price analysis to the price form information, the judiciary may request additional pricing information in order to determine that pricing is reasonable.

(b) *Solicitation Documentation.*

The offeror shall fill in required information on the cover page of the Solicitation SF-33, and submit the cover page signed by an authorized official of the offeror in accordance with Provision 3-95, Preparation of Offers. The offeror must attach to the SF-33 cover page a completed copy of Section K of the Solicitation, and information required to be provided by Section G of the Solicitation or by any other Provision or Clause of the Solicitation (including those incorporated by reference). Electronic copies of this Section of the proposal shall include an Acrobat PDF file capturing the authorized signature of the offeror on the cover page of the SF-33.

Section 2 – Technical Proposal

(a) *Past Performance.*

Offerors shall submit a list of not more than two (2) recent, relevant contracts performed by the offeror on a fixed price basis. To be considered recent, work must have been performed under the referenced contract during the three years preceding the issue date of this solicitation. To be considered relevant, the offeror must have provided equipment and maintenance services, similar in scope and magnitude to that required by this solicitation. The list must include the name of the customer for which work was performed, a brief description of work performed (sufficient to indicate that the contact is relevant), the contract number, the dollar value of the contract, the period of performance, and at least one point of contact at the customer with knowledge about the quality of the offeror's performance under the referenced contract.

(b) *Delivery Date*

Offers shall submit a proposed delivery date or time frame in which delivery will take place after the contract has been awarded.

(c) *List of Proposed Equipment*

The format of the Price Table in Section B1 of this solicitation should be used to list proposed equipment. Provide the following information about each significant piece of proposed equipment:

- (1) Manufacturer's name.
- (2) Manufacture's part number.
- (3) Description to include salient physical, functional, and or performance characteristics or standards.

(d) Required Information

Offer must complete and include information as required in Clause 7-10 (See Sect. G2) and Provisions 3-5, 3-20 and 3-130 (See Sect. K.1).

L.2 AWARD WITHOUT DISCUSSIONS

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer shall contain the offeror's best terms from a price and technical standpoint. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

L.3 PROVISIONS INCLUDED IN FULL TEXT

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.

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)

L.4 PROVISIONS INCORPORATED BY REFERENCE

Provision	Title	Date
2-15	Warranty Information	JAN 2003
2-100	Brand Name or Equal	APR 2013
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2013
3-100, Alt II	Instructions to Offerors	APR 2013
3-210	Protests	JUN 2014
7-60	Judiciary Furnished Property or Services	JAN 2003

Section M – Evaluation Factors for Award

M.1 BASIS FOR AWARD

The Lowest Price Technically Acceptable (LPTA) source selection process, conducted in accordance with Section 330 of Volume 14 of the *Guide to Judiciary Policy (Guide)*, will be used as the basis for selecting a proposal for award. The *Guide* is available at <http://www.uscourts.gov/procurement.aspx>. Award will be made to the responsible offeror whose proposal is determined to conform to all required terms and conditions of this solicitation, include all required representations and certifications, meet all requirements set forth in this solicitation and provide the lowest evaluated price while meeting or exceeding acceptability standards, based on the results of the evaluation described below. Any finding of Deficiency, defined as an aspect of a proposal that fails to meet a minimum requirement, will cause an offer to be rated "Technically Unacceptable" and will therefore eliminate that offer from consideration for award.

M.2 EVALUATION APPROACH

The judiciary shall use the following approach to evaluate proposals received:

Section 1 – Price Proposal and Solicitation Documentation

(a) *Price Reasonableness.*

The existence of price competition is expected to support a determination of price reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of information in the proposals, the judiciary may request additional pricing information in order to determine that pricing is reasonable.

(b) *Total Evaluated Price.*

A total evaluated price will be determined for each offer by adding the total price for the basic requirement.

(c) *Unbalanced Pricing.*

Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is determined by the judiciary to be significantly overstated or understated.

Section 2 – Technical Acceptability

The judiciary will evaluate the technical proposal as acceptable or unacceptable, based on the following criteria. Being rated "Unacceptable" under either of the two evaluation criteria will render a proposal Technically Unacceptable and therefore not eligible for award.

(a) *Compliance of Equipment/Services with Solicitation Requirements.*

Proposals will be evaluated to determine whether or not the equipment and services proposed meet the minimum requirements of the solicitation. Proposals that meet the

minimum requirements will be rated "Acceptable" and those that do not will be rated "Unacceptable" under this evaluation criterion.

(b) Past Performance.

The judiciary will evaluate the offeror’s record (as described in L1 Sec. 2a of this solicitation) of recent, relevant past performance to ascertain whether the offeror's history of past performance demonstrates an acceptable level of quality or not. Quality assessments will include review of customer satisfaction with respect to compliance of services/products to contract requirements, effectiveness of project management, timeliness of performance, commitment to customer satisfaction and business-like conduct, and other comments made by relevant points of contact. Offeror's demonstrating an acceptable quality of past performance will be rated "Acceptable" and those that do not will be rated "Unacceptable" under this evaluation criterion.

M.3 INFORMATION TO BE USED IN MAKING AWARD DECISION

The judiciary will make an award decision based on information in the submitted proposals and upon recent, relevant past performance information. The judiciary will make a best effort to gather information about the quality of the offeror's past performance under each past performance contract referenced in the offeror's proposal. In addition to gathering information from sources identified by the offeror in its proposal, the judiciary may use data obtained from other sources, including data in government files or data obtained through interviews with personnel familiar with the offeror and its/their performance under recent, relevant Federal, State or Local government or commercial contracts in order to assess the quality of the offeror's past performance.

M.4 AWARD ON INITIAL PROPOSALS/DISCUSSIONS

As stated in judiciary provision 3-100, Instruction to Offerors, the judiciary intends to evaluate offers and award a contract without discussions with offerors. However, the judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary.

A technical evaluation shall be conducted on all proposals, after which the contracting officer shall decide whether to make award on initial proposals, make no award, or hold discussions. If the contracting officer decides to hold discussions, the contracting officer shall determine a competitive range and conduct fair and equal discussions with each offeror in the competitive range. After completion of discussions, offerors shall be permitted to provide revised, final proposals by a common cut-off date.

M.5 PROVISIONS INCORPORATED BY REFERENCE

Provision(s) Incorporated By Reference (see Clause B-1, Section K)

Provision	Title	Date
3-70	Determination of Responsibility	JAN 2003