

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

REQUEST FOR PROPOSAL
MODULAR BATTERY REPLACEMENT
(RFP: JDC-22-0610)

Request Date: 12-July-2022

This is a request for **Open Market**.

All Items should be quoted F.o.B. Destination.

Proposals shall be e-mailed to maria_escamilla@txnd.uscourts.gov **17:00 CST on 27-July-2022**.

Submit a proposal in accordance with the attached Request for Proposal JDC-22-0610

Quotes will be evaluated on a Lowest Price Technically Acceptable (LPTA) basis. The lowest priced quote will be evaluated first. If found technically acceptable, no additional quotes will be evaluated. If found not technically acceptable, the next lowest priced quote will be evaluated. This will continue until a technically acceptable quote is identified.

The **Delivery Address** for this purchase will be:

United States District Court
1100 Commerce St. Suite 1254
Dallas, TX 75242

Sincerely,



Maria Escamilla
Contracting Officer

NORTHERN DISTRICT OF TEXAS

**REQUEST FOR PROPOSAL
MODULAR BATTERY REPLACEMENT
(RFP: JDC-22-0610)**

1. INTRODUCTION

The U.S. District Court for the Northern District of Texas (herein referred to as the “Court”) is requesting written proposal to replace modular batteries in our Dallas data center.

2. CONTACT INFORMATION

Contracting Officer

Maria Escamilla

U.S. District Court

1100 Commerce Street, Room 1452

Dallas, TX 75242

Phone: 214-753-2215

Email: maria_escamilla@txnd.uscourts.gov

Contracting Officer’s Representative (COR)

Clint Hester

Phone: 214-753-2214

Email: clint_hester@txnd.uscourts.gov

Delivery Address for this purchase will be:

United States District Court

1100 Commerce St. Suite 1254

Dallas, TX 75242

3. BID DEADLINE

Proposals and design are due **no later than 17:00 CST on 27-July-2022.**

4. ADDITIONAL INFORMATION

- A. Requests for clarification or additional information must be made in writing (email) to Clint Hester and must be received **no later than 17:00 CST on 21-July-2022.** Responses will be provided **no later than 17:00 CST on 22-June-2022.**
- B. If it becomes necessary to add or amend any part of the RFP, notice will be given to all prospective bidders who received this RFP. Any addendum will become a part of the RFP. Each bidder must acknowledge receipt of the addendum, and failure to acknowledge any addendum will not relieve the bidder from complying with the terms therein. All addenda responses must be received by the proposal due date.
- C. Contractor(s) will be responsible for all costs for materials, supplies, material preparation, and all other incidental costs required for this project. Actual costs, in excess, of the bid amount will be the sole responsibility of the contractor.
- D. Proposals should be valid for a minimum of 60 days from date of deadline.

5. CANCELLATION OF RFP; REJECTION OF BIDS; WAIVER OF TECHNICALITIES

- A. The Court reserves the right to cancel the RFP, to reject any, and all bids received, or to waive minor irregularities in bids when it appears in the best interest of the Court.

- B. Each bidder shall be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its own qualifications for the required services. Bidders will not be reimbursed for any expenses they may incur in making oral presentations including, but not limited to, travel expenses.

6. TERMS AND CONDITIONS

- A. See additional Terms & Conditions included at the end of this RFP. (**APPLICABLE JUDICIARY TERMS AND CONDITIONS & SUBMISSION OF QUOTE AND EVALUTATION OF OFFERS**)

7. GENERAL REQUIREMENTS

- A. Contractor will purchase sixty-four (64) new APC Symmetra PX Battery Units Model SYBTU1-PLP or equal.
 - a. Technical Specifications for batteries is attached below.
 - b. Batteries can be delivered directly to the court.
- B. Contractor will remove existing batteries and install new batteries.
 - a. Contractor is responsible for the removal and recycling of existing batteries and trash associated with the work.
- C. All work can be performed during normal business hours.

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

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

SUBMISSION OF QUOTE AND EVALUATION OF OFFERS

1. The following judiciary provisions, that the Contracting Officer has indicated are applicable, are incorporated in this solicitation:

___ Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(end)

Solicitation Provisions Incorporated by Reference

___ Provision 2-70 Site Visit (JAN 2003)

___ Provision 2-85A Evaluation Inclusive of Options (JAN 2003)

___ Provision 3-135 Single or Multiple Awards (JAN 2003)

Additional Solicitation Provisions

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

The judiciary plans to award a _____ 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)

___ 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 –

(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)

(The contracting officer may incorporate additional clauses or provisions – by reference or in full text – in the appropriate places of the above template. Refer to the Guide to Judiciary Policy, Vol 14, Chapter 1, [Appx 1B](#), to determine if the provision or clause is authorized to be incorporated by reference(IBR) 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.)