

**Request for Quotation (Products)**  
**Open Market**  
**Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: OHNBVMWARE  
Request Date: October 29, 2024

**Special Notes:**

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

All items should be quoted **F.o.b. Destination**. Quotes shall be e-mailed to [OHNB\\_VendorQuotes@ohnb.uscourts.gov](mailto:OHNB_VendorQuotes@ohnb.uscourts.gov) by **4:00 p.m. on November 8, 2024** ~~November 22, 2024~~ **December 13, 2024 (Deadline has been extended due to the Broadcom/VMware quoting freeze since they do not have the “green light” to refresh previous quotes that expired on 10/31/24.)** Use the attached quote sheet to prepare and submit a quote.

**A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer. Delivery is desired on January 1, 2025.**

Quotes and questions concerning this RFQ should be addressed to [OHNB\\_VendorQuotes@ohnb.uscourts.gov](mailto:OHNB_VendorQuotes@ohnb.uscourts.gov)

The **Delivery Address** for this purchase will be:  
U.S. Bankruptcy Court, Northern District of Ohio  
Ralph Regula Federal Building and U.S. Courthouse  
Attn: Sherlock Ossa  
401 McKinley Avenue, S.W.  
Canton, Ohio 44702

Sincerely,

Gregory Nunn  
Contracting Officer

Attachment

Quote Sheet for RFQ Number: OHNBVMWARE

Item No.	Description – Multi-year	Quantity	Unit	Unit Price	Extended Price
1	<i>VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2025 – 12/31/2027</i>	79	each	(contractor will fill in)	(contractor will fill in)
2	<i>VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2025 – 12/31/2027</i>	79	each		
				<b>TOTAL</b>	(contractor will fill in)

Item No.	Description – Base year and Options	Quantity	Unit	Unit Price	Extended Price
1	<i>(Base Year) VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2025 – 12/31/2025</i>	79	each	(contractor will fill in)	(contractor will fill in)
2	<i>(Base Year) VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2025 – 12/31/2025</i>	79	each		
3	<i>(Option Year 1) VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2026 – 12/31/2026</i>	79	each		
4	<i>(Option Year 1) VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2026 – 12/31/2026</i>	79	each		
5	<i>(Option Year 2) VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2027 – 12/31/2027</i>	79	each		
6	<i>(Option Year 2) VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2027 – 12/31/2027</i>	79	each		
				<b>TOTAL</b>	(contractor will fill in)

\_\_\_\_\_  
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

\_\_\_\_\_  
Printed or Typed Name of Signator

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Discount Terms or Net 30?

\_\_\_\_\_  
Delivery Date (if other than stated ARO period)

\_\_\_\_\_  
Quantity Discount or Trade-in amount *(delete if not applicable)*

## **Request for Quote (RFQ)**

### **1.0 Introduction**

This Request for Quote (RFQ) is to solicit Open Market pricing for the purchase of VMware software licenses. This will be integrated into a court-wide IT infrastructure system that is already in place and used on a continuous basis.

In order to facilitate support and maintenance requirements it is necessary to standardize this software with the systems that are already installed throughout the district. For purposes of standardization and integration into existing management systems, items are requested by specific brands and model numbers (as specified below), however the court understands that model numbers may change based upon the vendor's cyclical upgrade schedule.

Vendor's quote should itemize the price for each item separately. If there are shipping costs, that amount should also be itemized as a separate item.

### **2.0 Required Equipment and Services**

<b><u>Quantity</u></b>	<b><u>Item Description and Specifications</u></b>
79	VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2025 – 12/31/2027
79	VMware Cloud Foundation Edge 5 - For Edge - Deployments Only Part #: VCF-CLD-FND-EDG-5 Coverage Term: 1/1/2025 – 12/31/2027

**Dual Price Proposals from all offerors, one price proposal based upon a multi-year award and one based on pricing for award of a base year and options for each subsequent year.**

### **3.0 Scope of Work**

The Court requires activation of the software on January 1, 2025.

### **4.0 Court Location**

U.S. Bankruptcy Court, Northern District of Ohio  
Ralph Regula Federal Building and U.S. Courthouse  
Attn: Sherlock Ossa  
401 McKinley Avenue, S.W.  
Canton, Ohio 44702

## **5.0 Customer Service Criteria**

Quotes submitted will be evaluated to determine if they meet the customer service criteria listed below. Prospective vendors shall provide the name of at least one current/recent customer whom the court may contact for a customer service rating. Customers would be organizations of (at least) comparable size and complexity compared to the court. The court may contact its own IT department staff (if applicable) to obtain a customer service rating for a vendor with whom the court has recently conducted business. Ratings shall be on a scale of 1 -10 (10 as highest), in increments no smaller than one decimal point (e.g., 5.1, 7.6, 8.5). Vendors must meet an overall customer service rating of 9.8.

The current/recent customer will be contacted by the Court and asked the following questions which are all of equal importance:

1. Have you done business with this vendor?
2. Were deliverables completed on time and without major errors?
3. Did the final price coincide with the proposed amount?
4. Did the contractor comply with the terms and conditions of the contract?
5. Would you use the contractor again?

An affirmative response for each of these questions is required.

## **6.0 Price Consideration**

The vendor shall list the purchase cost, installation cost, configuration cost, and shipping cost for each line separately. Quotes will be evaluated to determine if they meet all customer service criteria as defined above. Quotes which meet customer service requirements will then be evaluated on the basis of price. Award will be made to the lowest priced technically acceptable quotation. Offers that are determined by the Court to be unrealistically high or low in price, in comparison to other offers or the government estimate, may be excluded from consideration.

## **7.0 Submitting Quotes**

Quote Due Date: No later than **4:00 p.m. eastern time, Friday, November 8, 2024** ~~November 22, 2024~~ **December 13, 2024.**

Submit Quotes to: [OHNB\\_VendorQuotes@ohnb.uscourts.gov](mailto:OHNB_VendorQuotes@ohnb.uscourts.gov)

## **8.0 Award Criteria**

The contract will be awarded to the vendor that provides the lowest price technically acceptable quotation. The Court reserves the right to cancel this RFQ before an award is made. The Court, at its discretion, may award a contract for all items, some of the items, or none of the items listed in this RFQ.

**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:

  X   Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2024)

  X   Clause 4-150 Cancellation Under Multi-Year Contracts (JUN 2014)

  X   Clause 4-160 Cancellation Ceilings (JUN 2014)

The cancellation ceilings applicable to each contract period are set forth below:

<b>If Cancellation Takes Place Before</b>	<b>The Cancellation Ceiling is</b>
Contract Year 2	
Contract Year 3	

(end)

## SUBMISSION OF PROPOSAL 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)

### Additional Solicitation Provisions

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

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

The judiciary plans to award an Open Market 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.

Provision 4-155, Alternate Awards (JUN 2014)

Provision 4-165, Price Proposal Instruction – Multi-Year Contract (JUN 2014)

(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.

  X   Provision 3-195, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (MAR 2019)

(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 Labor Standards, 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 Labor Standards 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 Labor Standards 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)