

**Request for Quotations (Services)  
Open Market  
Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: 5940-2514-09052014

Request Date: 09/05/14

To:

**Special Notes:**

This is a request for **Open Market Pricing**. All items should be quoted F.O.B. Destination.

Quotes may be faxed or e-mailed to the below listed address by **September 19, 2014 3:00 p.m.** local time. Hand carried quotes must be delivered by the same time at U.S. District Court, 300 Fannin Street, Suite 1167, Shreveport, LA 71101 to Attn: Jeanne Guilhas. Submit a quote in accordance with the attached quote sheet broken down into the line items listed.

**A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.**

Quotes and questions concerning this RFQ should be addressed to Attn: Jeanne Guilhas at U.S. District Court, Western District of Louisiana, 300 Fannin Street, Suite 1167, Shreveport, LA 71101, Office Number: 318-934-4731, Fax Number: 318-676-4288, and [Jeanne\\_Guilhas@lawd.uscourts.gov](mailto:Jeanne_Guilhas@lawd.uscourts.gov).

Services are to be performed at:

U.S. District Court  
Attn: Jeanne Guilhas  
300 Fannin Street  
Suite 1167  
Shreveport, LA 71101

Or

U.S. District Court  
Attn: Jeanne Guilhas  
800 Lafayette Street  
Suite 2100  
Lafayette, LA 70501

Sincerely,



Jeanne Guilhas  
Network Administrator

Attachment

Quote Sheet for RFQ Number: 5940-2514-09052014

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	<i>NetApp Maintenance/Part Replace NBD  Serial #'s 30005940, 30005941  Period: 10/1/14 – 9/30/15</i>	2	Each		
2	<i>NetApp Maintenance/Part Replace NBD  Serial #'s 700000423882, 700000423894  Period: 10/1/14 – 9/30/15</i>	2	Each		
				<b>TOTAL</b>	

\_\_\_\_\_  
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?

**\*NOTE: soliciting offers on the basis of a fixed hourly rate may require a one-time delegation of procurement authority from PMD. See the [Guide to Judiciary Policy, Vol. 14, § 410.40.30](#).**

## STATEMENT OF WORK (SOW)

Provide maintenance updates as well as parts replacement for NetApp 2040 and NetApp 2050

### 1.1 INTRODUCTION:

It is our responsibility to insure that the NetApp systems are patched, up to date and parts are available for replacement within a timely manner and support is available when needed.

### 1.2 OBJECTIVES:

A maintenance contract is required to provide regular patches , parts replacements and support when needed.

### 1.3 SCOPE:

The court requires part replacement, support and patches in a timely manner for their NetApp SAN solution as it host mission critical servers.

### 1.4 SPECIAL REQUIREMENTS/INFORMATION:

The contract is for NetApp SAN's and only parts from NetApp will be accepted for replacement of failed parts. NetApp support will be handled directly with NetApp.

## 2 REQUIREMENTS

The NetApp system will send an email to NetApp support for any failure. NetApp support will open a ticket for any part failure and dispatch the part and technician (if necessary) to replace the part. NetApp will provide at no additional cost, software/firmware upgrades to the existing systems. NetApp will provide at no additional cost support on the existing systems listed on the Quote Sheet with specific serial numbers.

## 3 DELIVERABLES

Hardware and software for NetApp equipment owned by U.S. District Court, which serial numbers are listed above in the Quote Sheet. 24x7 Support for said same equipment listed by serial number in above Quote Sheet.

### 3.1 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES

The Maintenance contract should be for the period beginning October 1, 2014 and ending September 30, 2015.

### 3.2 REVIEW PERIOD FOR DELIVERABLE(S)

Jeanne Guilhas, Network Administrator, will review deliverables upon receipt and provide acceptance or rejection within 10 days after receipt.

### 3.3 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

The contract must be defined for the period of October 1, 2014 through September 30, 2015 and meet the requirements stipulated above for said serial numbers.

## 4 ENVIRONMENT:

All work will be performed in one of two (2) location as listed below:

U.S. District Court  
Attn: Jeanne Guilhas  
300 Fannin Street, Suite 1167  
Shreveport, LA 71101

Or

U.S. District Court  
Attn: Jeanne Guilhas  
800 Lafayette Street, Suite 2100  
Lafayette, LA 70501

Both locations are in Federal Courthouse buildings and all rules concerning security of the building will be complied. No pocket knives, guns or other weapons are permissible inside a Federal Building. Cell phones may or may not be permitted by order of

the Active Judge. If no cell phones are allowed, they must be left either in your vehicle or left with the Court Security Officer (CSO).

**4.1 LOCATION(S) FOR PERFORMANCE:**

U.S. District Court  
Attn: Jeanne Guilhas  
300 Fannin Street, Suite 1167  
Shreveport, LA 71101

Or  
U.S. District Court  
Attn: Jeanne Guilhas  
800 Lafayette Street, Suite 2100  
Lafayette, LA 70501

**4.2 GOVERNMENT FURNISHED PROPERTY**

**There will be no government equipment furnished.**

**4.3 CONTRACTOR FURNISHED MATERIAL**

**Tools, knowledge, labor and experience to install and train. All miscellaneous material and cable or other equipment needed to complete the installation.**

**4.4 ACCESS TO JUDICIARY IT NETWORKS**

Meetings are to be scheduled with Jeanne Guilhas, U.S. District Court, 300 Fannin Street, Suite 1167, Shreveport, LA 71101. Phone: 318-934-4731, Fax: 318-676-4288, E-Mail [Jeanne\\_Guilhas@lawd.uscourts.gov](mailto:Jeanne_Guilhas@lawd.uscourts.gov) . If travel is incurred by technician, it is covered under the maintenance contract. Any and all specification for installation of equipment will be submitted to Jeanne Guilhas.

**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**

- 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)

- 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)

*(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.)*