

<b>SOLICITATION/CONTRACT/ORDER OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER ITSD160032			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER USCA16Q0055	
6. SOLICITATION ISSUE DATE 05/24/2016							
7. FOR INFORMATION CALL:		a. NAME Valencia Jones				b. TELEPHONE NUMBER (No collect calls) 202-502-1330	
8. OFFER DUE DATE / LOCAL TIME 05/27/2016 17:00:00							
9. ISSUED BY Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001		CODE		PMD		10. NOT USED	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13. NOT USED		14. METHOD OF SOLICITATION  <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> RFP	
15. DELIVER TO AO Information and Technology Services Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-230 Washington, DC 20544-0001		CODE		ITSD		16. ADMINISTERED BY (if other than Block 9) CODE	
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
Telephone No.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/>			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

See Lines

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27. Applicable terms and conditions are as stated in the continuation pages.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

**Supplies or Services and Prices/Costs**

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	NetApps Maintenance Renewal:  CS-N-SSP NetApps SW Support Plan  Serial Numbers:  700000417883, 700000417895  700000417900, 700000417912	4	Not-To-  Exceed		

**Period of Performance:**06/01/2016 - 05/31/2017

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	NetApps Maintenance Renewal:  CS-A2-4R Support Standard Part Replace 4 Hr  Serial Numbers:  700000417883, 700000417895  700000417900, 700000417912	4	Not-To-  Exceed		

**Period of Performance:**06/01/2016 - 05/31/2017

**Applicable Clauses**

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

Clause	Title	Date
3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
3-300	Registration in the System for Award Management (SAM)	APR 2013
3-305	Payment by Electronic Funds Transfer-System for Award Management (SAM) Registration	APR 2013
7-5	Contracting Officer's Representative	APR 2013

**B-5** Clauses Incorporated by Reference

**OCT 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)

2-90C                      Option to Extend ServicesAPR 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 [insert the period of time within which the contracting officer may exercise the option] calendar days prior to the contract's current expiration date.

(END)

2-90D                      Option to Extend the Term of the ContractAPR 2013

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than [insert the period of time within which the contracting officer may exercise the option] calendar days prior to the contract's current expiration date; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least [Contracting Officer fill-in] 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 [Contracting Officer insert duration (months) (years)].

(END)

7-10                      Contractor RepresentativeJAN 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)

7-115                      Availability of FundsJAN 2003

Funds are not presently available for this contract. The judiciary's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise until funds are made available to the contracting officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the contracting officer.

(END)

7-120                      Availability of Funds for the Next Fiscal YearJAN 2003

Funds are not presently available for performance under this contract beyond

\_\_\_\_\_. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(END)

(a) The contracting officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) drawings, designs, or specifications when the products to be furnished are to be specially manufactured for the judiciary in accordance with the drawings, designs, or specifications;
- (2) statement of work or description of services to be performed;
- (3) method of shipment or packing of products;
- (4) place of delivery of products or place of performance;
- (5) delivery or performance schedule, time (i.e. hours of the day, days of the week, etc.) or place of delivery or performance of services;
- (6) judiciary-furnished property or facilities.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the contracting officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.

(c) The contractor shall assert its right to an adjustment within 30 days from the date of receipt of the written order. However, if the contracting officer decides that the facts justify it, the contracting officer may receive and act upon an offer submitted before final payment of the contract.

(d) If the contractor's offer includes the cost of property made obsolete or excess by the change, the contracting officer will have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment is a dispute under the Disputes clause. However, nothing in this clause will excuse the contractor from proceeding with the contract as changed.

(end)

## **Representations, Certifications and Other Statements of Offerors or Respondents**

(a) This solicitation sets forth the judiciary's known delivery requirements for data (as defined in Clause 6-60, Rights in Data - General). Any data delivered under the resulting contract will be subject to Clause 6-60, Rights in Data - General included in this contract. Under Clause 6-60, a contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and delivery form, fit, and function data instead. Clause 6-60 also may be used with its Alternates I and/or II to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (*offeror check appropriate block*):

☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

---

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(END)

## **Instructions to Offerors or Respondents**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (i) of Clause 3-310, Payment by Electronic Funds Transfer-Other Than System for Award Management (SAM) Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).

(END)

---

## B-1 Solicitation Provisions Incorporated by Reference

OCT 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-1 General Information

### L .1 GENERAL INFORMATION

You are invited to submit a proposal in response to our Request for Proposal (RFP) As a result of this solicitation, the Government intends to make a single award. Offerors shall assume that the Government has no prior knowledge of the company's capability and experience.

Emailed copies (softcopy) of the Quotes are due to Valencia\_Jones@ao.uscourts.gov and must be received no later than **5:00 pm ET, Tuesday May 31, 2016**. Quotes arriving after specified date and time **will not** be evaluated. The format of the proposal shall be standard PDF searchable.

Offerors must email all questions concerning this solicitation in writing to Valencia Jones, Contract Specialist at Valencia\_Jones@ao.uscourts.gov. **Questions and comments regarding this solicitation are due immediately.** Questions will not be accepted after specified date and time. Nor will this solicitation be extended to allow for questions after the above mentioned close date. **No responses to questions will be provided via the telephone.**

When submitting questions and comments please refer to the specific text of the solicitation in the following format:

Subject: RFP NO. **USCA16Q0055**

Reference: RFP Section \_\_\_\_, Paragraph (s) \_\_\_\_, Page(s) \_\_\_\_.

All responses to questions will be provided via email immediately.

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale.