

Request for Quote

RFQ Number: 19-6-WDNC

Request Date: July 3, 2019



1.1 Introduction

The Western District of North Carolina (WDNC) is seeking quotes for the procurement of services to review our production Sharepoint architecture, assist in creating a disaster recovery plan, assist in developing a test farm and provide general recommendations to the current Sharepoint Farm configurations. The requirements outlined herein are applicable for the procurement of services for a total number of hours to complete the tasks.

1.2 Background

WDNC has a requirement for providing a fixed number of hours to assist the IT staff with accomplishing the tasks outlined in this document.

1.3 Requirements

1.3.1 General Requirements

WDNC is seeking guidance and recommendations for the specific tasks listed below. All work configurations will be completed by the IT staff for WDNC unless documented below, or otherwise agreed to.

1.4 Scope

The purpose of this task project is to gather requirements, design and plan the deployment of the set of tasks listed below. The vendor must provide a fixed set of hours, price per hour, not to exceed 200 hours.

Solution will include the following tasks:

Project Plan

A kick-off meeting will be organized with the customer to establish the specific milestones and timeline. Any changes to the agreed timeline must be authorized and agreeable with WDNC.

Assessment/Remediate Errors

Assess the current state of the SharePoint farm and provide configuration recommendations to improve health.

Responsibilities of the vendor:

- Assess current health of farm
- Build a feasible plan for remediation
- Assist the IT staff with the remediation plan (as needed)

Customer Responsibilities:

- Provide staff to assist during this phase as required
- Coordinate with appropriate personnel to ensure proper access
- Remediate errors and configuration issues based on the agreed plan

Additional Web Front End Server - assist in adding a new Web Front End server for the SharePoint farm. (if needed)

Responsibilities of the vendor:

- Provide a plan to customer for adding new web front end
- Assist as needed

Customer Responsibilities:

- Install and Patch SharePoint
- Join Farm
- Reconfigure Roles

Disaster Recovery Farm - work with WDNC to setup and configure a disaster recovery farm and design failover steps in the event of a disaster.

Responsibilities of the vendor:

- Provide a plan for customer to implement a disaster recovery farm.
- Assist as required

Customer Responsibilities:

- Build SQL
- Configure/Test Always On
- Install and Patch SharePoint
- Create Farm
- Configure Services
- Test Failover
- Test Failback

Test Environment- assist in creating and configuring a test environment for the SharePoint farm. Additionally, a “gold” image of a clean farm will be created inclusive of the required steps to recover to a clean state as desired.

Responsibilities of the vendor

Assist the customer in the following:

- Build SQL
- Install and Patch SharePoint
- Create Farm
- Configure Services
- Build Gold Image
- Restore Image
- Test recovery to clean state

1.5 Due Dates

Quotes are due by 12:00pm EDT July 24th, 2019. Please submit quotations and any technical questions to:

Kent_Creasy@ncwd.uscourts.gov

Or

Kent Creasy – Chief Information Officer

US District Court for the Western District of North Carolina

401 W. Trade Street – Room 210

Charlotte, NC 28202

Contracting Officer

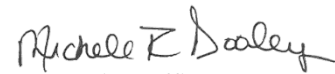
Michele Dooley -

Michele_Dooley@ncwp.uscourts.gov

Questions concerning this RFQ should be addressed to the Contracting Officer identified above no later than 5:00pm July 19, 2019. Questions and answers will be posted to the website (www.ncwd.uscourts.gov) no later than 5:00 pm July 22, 2019 .

Sincerely,

Michele Dooley

A handwritten signature in black ink that reads "Michele Dooley". The signature is written in a cursive, flowing style.

Contracting Officer

PURCHASE ORDER TERMS AND CONDITIONS

Provisions and Clauses

I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

1) Provision B-1, Solicitation Provisions Incorporated by Reference

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/rules-policies/judiciary-policies/procurement-policies>

2) Clause B-5 Clauses Incorporated by Reference

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/rules-policies/judiciary-policies/procurement-policies>

3) The following clauses are included by reference:

Clause 1-1 Employment by the Government

Clause 105 Conflict of Interest

Clause 1-10, Gratuities or Gifts

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

4) Provision 3-5, Taxpayer Identification and Other Offeror Information

(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.

1. (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.
2. (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.
3. (d) Taxpayer Identification Number (TIN): _____
 1. ☐ TIN has been applied for.
 2. ☐ TIN is not required, because:
 1. ☐ 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;
 2. ☐ Offeror is an agency or instrumentality of a foreign government;
 3. ☐ Offeror is an agency or instrumentality of the federal government.
4. (e) Type of Organization:
 1. ☐ sole proprietorship;
 2. ☐ partnership;
 3. ☐ corporate entity (not tax-exempt);
 4. ☐ corporate entity (tax-exempt);
 5. ☐ government entity (federal, state or local);
 6. ☐ foreign government;
 7. ☐ international organization per [26 CFR 1.6049-4](#);
 8. ☐ other
5. (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:

1. ☐ Women Owned Business
2. ☐ Minority Owned Business (if selected then one sub-type is required)
 1. ☐ Black American Owned
 2. ☐ Hispanic American Owned
 3. ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 4. ☐ 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)
 5. ☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 6. ☐ Individual/concern, other than one of the preceding.

The following Provisions OR Clauses are incorporated by reference OR defined below. A detailed explanation is provided at the following website: <http://www.ncwp.uscourts.gov/business-rfq>

Clause 3-300 Registration in the System for Award Management (SAM)

Clause 2-55 Privacy or Security Safeguards

Clause 2-60 Stop Work Order

Clause 2-80 Judiciary Property

Clause 2-140 Judiciary IT Security Standards

Provision 3-15 Place of performance

Provision 3-20 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

1. (a) (1) The offeror certifies, to the best of its knowledge and belief, that:

1. (i) the offeror and/or any of its principals:

1. (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
2. (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;
3. (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;
4. (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. (1) Federal taxes are considered delinquent if both of the following criteria apply:

1. (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.
2. (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. (2) Examples.

1. (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.

2. (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.
3. (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.
4. (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).

2. (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. (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).
3. 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](#).
4. (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.
5. (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.
6. (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.
7. (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.

Provision 3-30 Certificate of Independent Price Determination:

- ### Clause 3-35 Covenant Against Contingent Fees

Clause 3-45 Anti-Kickback Procedures

Clause 3-55 Price or Fee Adjustment for Illegal or Improper Activity

Provision 3-70 Determination of Responsibility

Provision 3-100 Instructions to Offerors

Clause 3-105 Audit and Records

Clause 3-120 Order of Precedence

Provision 3-130 Authorized Negotiators:

1. 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: _____
Titles: _____
Telephone: _____
Fax: _____
E-mail: _____

Clause 3-205 Protest After Award

1. Provision 3-210 Protests:

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

1. (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
2. (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
3. (3) the protest shall include the following information:
 1. (i) name, address, and fax and telephone numbers of the protester or its representative;
 2. (ii) solicitation or contract number;
 3. (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
 4. (iv) copies of relevant documents;

5. (v) request for a ruling by the judiciary;
 6. (vi) statement as to the form of relief requested;
 7. (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 8. (viii) all information establishing the timeliness of the protest.
2. (c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or as provided elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.
 3. (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

Clause 7-1 Contract Administration

Clause 7-5 Contracting officers Representative

Clause 7-10 Contracting Representative:

1. (a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):
 1. Name: Kent Creasy
 2. Address: 401 W. Trade St., Charlotte, NC
 3. Telephone: 704-350-7424
 4. E-mail: Kent_Creasy@ncwd.uscourts.gov
 5. Fax: n/a
2. (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 issue

Clause 7-15 Observance of Regulations/Standards of Conduct

Clause 7-20 Security Requirements

Clause 7-25 Indemnification

Clause 7-30 Public Use of Judiciary Name

Clause 7-35 Disclosure or Use of Information

Clause 7-45 Travel

Clause 7-55 Contractor Use of Judiciary Networks

Clause 7-95 Contractor Inspection Requirements