

**Request for Quotations  
Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: 25-0003  
Request Date: April 1<sup>st</sup>, 2025

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The Western District of Missouri is currently seeking bids for Netapp maintenance for our Netapp equipment, **or equivalent**. We will accept any maintenance that will work with the Netapp equipment that is currently being used in the court and will not void the equipment warranty.

<b>Item:</b>	<b>Quantity:</b>	<b>Price:</b>
NETAPP 4HR PARTS REPLACEMENT, <b>or equivalent</b>  Mfg. Part#: CS-4HR-REPLACEMENT  Start Date: 04/26/2025 End Date: 04/25/2026	2	\$ _____
NETAPP ADVISOR PLUS SERV 12MO, <b>or equivalent</b>  Mfg. Part#: CS-ADVISOR-PLUS2	2	\$ _____
NetApp SupportEdge Non-Returnable Drives, <b>or equivalent</b>  Mfg. Part #: CS-NON-RETURNABLE-DRIVES	2	\$ _____
NetApp SupportEdge Protect for Government – extended service agreement – on, <b>or equivalent</b>  Mfg. Part#: CS-PROTECT-FOR-GOVT	2	\$ _____
NETAPP SUPPORT EDGE ADVISOR, <b>or equivalent</b>  Mfg. Part #: CS-G1-SE-ADVISOR	2	\$ _____
<b>Total Cost:</b>	-----	<b>\$ _____</b>

Bid responses and questions may be directed to Stephanie Watson at the information below. All questions regarding this RFQ are due by **Friday, April 4th, at 5pm CST**. All bids are due by **Tuesday, April 8th, 2025, at 5pm CST**.

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

All items should be quoted as a **fixed price**. Payment will be considered **Net 30** unless more favorable terms are offered.

Sincerely,

Stephanie Watson  
Contracting Officer  
Email: [stephanie\\_watson@mow.uscourts.gov](mailto:stephanie_watson@mow.uscourts.gov)  
Phone: (816) 512-5070

## 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: [*Contracting officer check as appropriate.*]

Clause 2-35 F.o.b. Destination, Within Judiciary's Premises (JAN 2003)

Clause 2-100 Brand Name or Equal

Clause 2-130 Energy Efficiency in Energy-Consuming Products (APR 2013)

Clause 2-135 IEEE Standard for Environmental Assessment of Personal Computer Products (APR 2013)

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2013)

Clause 6-85 Commercial Computer Software License (APR 2013)

Clause 6-105 California E-Waste Fee (APR 2013)

Clause 7-115 Availability of Funds (JAN 2003)

## 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: [*Contracting officer check as appropriate.*]

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 2-100, Brand Name or Equal (APR 2013)

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

Provision 2-85C, Evaluation of Options Exercised at Time of Contract Award (JAN 2003)

### Additional Solicitation Provisions

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

The judiciary plans to award a technically acceptable low price 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)

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

**Additional Terms and Conditions that apply to this award:**

A. **Order of precedence.** Any inconsistencies in this contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.
- (3) Addenda to this contract, including any commercial supplier agreements as defined in paragraph D of this clause and as amended by the Commercial Supplier Agreements - Unenforceable Clauses provision in paragraph C of this clause.
- (4) Other paragraphs of this clause.
- (5) Other documents, exhibits, and attachments.
- (6) The specification.

**B. Unauthorized Obligations.**

(1) Except as stated in paragraph (B)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such language, provision, or clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (B)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

**C. Commercial supplier agreements unenforceable clauses.**

When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights in accordance with Clause 7-235 or other applicable Federal statute while continuing performance as set forth in the disputes clause.

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute.

(vi) Updating terms.

(A) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(B) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved in accordance with the disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with Judiciary policy and procedures. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (C)(1), the language, provisions, or clause of paragraph (C)(1) shall prevail to the extent of such inconsistency.

#### **D. Definitions.**

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of "commercial item" set forth in the Glossary of Procurement Terms in [Volume 14 \(Procurement\) of the Guide to Judiciary Policy](#) intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any product or service. The term applies—

- (a) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order;
- (b) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.