

Request for Quotation
Renewal for existing Brocade Switches and Routers
National Institute of Standards and Technology (NIST)

This is a request for a firm-fixed-price quotation to be issued as small business set-aside. The Statement of Work (SOW) for this task order is attached. The RFQ reference number associated with this request is SB1341-16-RQ-0154A.

The NAICS code for this procurement is 541519 – Other Computer Related Services, with a small business size standard of 27,500,000.00, as a 100% small business set-aside.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-87.

1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to Judith.hicklin@nist.gov.

Questions should be received no later than 2 calendar days after the issuance date of this solicitation. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

(End of Provision)

Please submit a quotation, by email, to judith.hicklin@nist.gov **no later than 4/18/2016 at 12:00 pm EST**, or as soon as possible. The quotation shall include the following:

1. Detailed technical approach for satisfying the Statement of Work (SOW) requirements. The technical approach shall address how Contractor will perform and manage objectives and requirements of the SOW.

All quotations must be submitted in exact accordance with the CLIN structure as detailed in the SOW.

QUOTATION EVALUATION

The Government reserves the right to make an award without discussions based solely upon initial quotations. Therefore, offerors should ensure that their initial quotation constitutes their best offer in terms of both price and the technical solution being proposed.

Evaluation Factors

The Government will award a purchase order resulting from this solicitation to the lowest price Offeror meeting technical acceptability requirements. This is a brand-name requirement and substitute products

will not be considered. To be technically acceptable, the quotation must clearly demonstrate compliance with the requirements of Line Items as detailed above.

Contracting Officer anticipates awarding this requirement without discussions but reserves the right to enter discussions if it is deemed necessary.

STATEMENT OF WORK (SOW)

TITLE: Renewal Support for existing Brocade Switches and Routers

1. Background / Overview

The Office of Information System Management (OISM) provides enterprise backup and recovery service and central file sharing service to the NIST programs. The Enterprise Backup (EB) and Central File Service (CFS) group requires maintenance support renewals for the existing Brocade switches and routers used to support the storage area network (SAN) infrastructure. The Brocade switches and routers are used to allow various devices on the SAN to communicate and transfer data among each other. The storage area network is also relied upon to prevent disruption to the high availability application servers providing critical NIST enterprise services.

2. Objectives

The maintenance support renewal shall provide Infrastructure Service Division (ISD) with hardware and software support for the existing Brocade switches and routers provided in the Equipment List. This support shall include 24hr x 7 days/week support, a 4-hour remote response time, next business day parts replacement, 24x7 technical phone support.

3. Contractor Requirements

- a) The contractor shall certify that they have qualified Brocade trained staff able to fully support the specified Brocade switches and routers.

4. Period of Performance/Delivery

- a) The Maintenance Period of Performance 9/15/2016 – 9/14/2017, for the existing Brocade switches and routers are located in both NIST Gaithersburg, MD, and NIST Boulder, CO facilities. Delivery should be FOB Destination.
- b) The contractor shall use insured shipping for all items sent to NIST's Gaithersburg, MD and Boulder, CO Facility.

CLIN 0001:

Description: Contractor shall provide hardware and software support for the existing Brocade switches and routers provided in the Equipment List.

Period of Performance: 9/15/2016 – 9/14/2017

Equipment List:

Qty	Model#	SerialNumber	Location	Hostname
1	BR-4140	LX060008332	Gaithersburg, MD	fcs10
1	BR-4140	LX060008333	Gaithersburg, MD	fcs9
1	BR-5140	ALM2543F06F	Gaithersburg, MD	fcs229
1	BR-5140	ALM2543F06M	Gaithersburg, MD	fcs234
1	BR-7800	ASS0614F01D	Gaithersburg, MD	fcr238
1	BR-5140	ALM2536G02X	Gaithersburg, MD	ESAN in CCF
1	BR-5140	ALM2536G02Z	Gaithersburg, MD	ESAN in CCF
1	BR-5140	ALM2536G030	Gaithersburg, MD	ESAN in CCF
1	BR-5140	ALM2536G031	Gaithersburg, MD	ESAN in CCF
1	BR-4140	LX060042656	Gaithersburg, MD	ESAN in CCF
1	BR-4140	LX060042722	Gaithersburg, MD	ESAN in CCF
1	BR-4140	LX060014566	Gaithersburg, MD	ESAN in CCF
1	BR-4140	LX060014576	Gaithersburg, MD	ESAN in CCF
1	BR-4130	LX060002781	Gaithersburg, MD	ESAN in AML
1	BR-4130	LX060005380	Gaithersburg, MD	ESAN in AML
1	BR-5140	ALM0610E0F5	Boulder, CO	ESAN in Boulder
1	BR-5140	ALM0641D07N	Boulder, CO	ESAN in Boulder
1	BR-4140	LX060043531	Boulder, CO	Roundabout
1	BR-4140	LX060003889	Boulder, CO	dupontcircle
1	BR-4140	LX060060683	Boulder, CO	Trafficcircle
1	BR-5140	ALM1917J01E	Boulder, CO	noaa-5100a.binf.nist.gov
1	BR-5140	ALM1917J013	Gaithersburg, MD	(not yet deployed)
1	BR-5140	ALM1917J014	Gaithersburg, MD	(not yet deployed)

PROVISIONS AND CLAUSES:

Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)

(1) In accordance with Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by the

Consolidated and Further Continuing Appropriations Act, 2015 funding may be used to enter into a contract with any corporation that-

(a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where an awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government, or

(b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) The Offeror represents that, as of the date of this offer-

(a) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(b) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) **Representation.** By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law

enforcement representative of a Federal department or agency authorized to receive such information.
(End of provision)

Certification By Offerors Regarding Federal Income Tax Filing And Federal Income Tax Violations. (Class Deviation) (March 2015)

(a) In accordance with Section 523 of Division B, Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5,000,000 unless the prospective contractor certifies in writing to the U.S. Consolidated and Further Continuing that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows – To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

Clauses

52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

(End of clause)

Assurance by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)

(1) In accordance with Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by Consolidated and Further Continuing Appropriations Act, 2015 and subsequent appropriations acts may be used to enter into a contract with any corporation that -

(a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where an awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) By accepting this award or order, in writing or by performance, the offeror/contractor assures that -

(a) The offeror/contractor is not a corporation convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(b) The offeror/contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Clause)

Department of Commerce Acquisition Regulation (CAR) clauses. Please submit a written request to the Contract Specialist for the full text of these clauses.

Commerce Acquisition Regulations (CAR) Clauses:

1352.201-70, Contracting Officer's Authority

1352.209-73, Compliance With the Laws

1352.209-74, Organizational Conflict of Interest

1352.233-70, Agency Protests (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: ROBERT COWINS, CONTRACTING OFFICER
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: HEAD OF THE CONTRACTING OFFICE (HCO)
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW.
Washington, DC 20230
FAX: (202) 482-5858.
(End of clause)

1352.233-71, GAO and Court of Federal Claims Protests (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893

Herbert C. Hoover Building
14th Street and Constitution Avenue, NW.
Washington, DC 20230
FAX: (202) 482-5858.
(End of clause)

National Institute of Standards and Technology Clauses.

NIST LOCAL 41 SOFTWARE LICENSE ADDENDUM

(a) This Addendum incorporates certain terms and conditions relating to federal procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties. Governing Law: Federal procurement law and regulations, including the Contract Disputes Act, 41 U.S.C. Section 601 et.seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those having jurisdiction over federal procurement matters. Attorney's Fees: Attorney's fees are payable by the federal government in any action arising under this contract only pursuant to the Equal Access to Justice Act, 5 U.S.C. Section 504. No Indemnification: The federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a). Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, "Assignment of Claims." Invoices: Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. Section 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516

NIST LOCAL-40 BILLING INSTRUCTIONS FOR DELIVERY/TASK ORDERS

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Delivery/Task Order Invoice or Voucher submitted shall include the following:

- (1) Contract Number; identified in Block 2 of the OF347.
- (2) Delivery/Task Order number identified in Block 3 of the OF347.
- (3) Contractor Name and Address.
- (4) Date of Invoice.
- (5) Invoice Number.
- (6) Amount of Invoice and Cumulative Amount Invoiced to-date.
- (7) Contract Line Item Number (CLIN).

(8) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered.

(9) Prompt Payment Discount Terms, if Offered. (10) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, the Contractor shall submit an original invoice or voucher in accordance with paragraph (b) above to the address identified in Block 21 of the OF347.
(END OF CLAUSE)