

FEDERAL PUBLIC DEFENDER

District of Arizona

850 W. Adams, Suite 201
Phoenix, Arizona 85007

JON M. SANDS
Federal Public Defender

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1-800-758-7053

Request for Quotation

Request Date:

RFQ number: IT01

Quotes due no later than: September 20th, 2023 @ 5:00PM local time

Provide quotes to: Chad Edwards, CSA

602-382-2853

chad_edwards@fd.org

The Federal Public Defender for the District of Arizona (FPD-AZ) is requesting quotes for the items described below:

The purpose of this RFQ is to provide a large capacity disk based low-cost storage system that utilizes RAID five or six to allow the Federal Public Defender for Arizona to store their data backups. The storage system should be self-contained in that it relies on no other existing Federal Defender for Arizona components other than ethernet network access. The storage solution shall be supported and under warranty for five years starting at the time of delivery. The RFQ is to provide a ready to use solution for two physical sites: Phoenix and Tucson. Each site's solution should accommodate 800TB of storage separately. The solution provided should not exceed eight units of rack space per site. Each solution per site must provide as described below a minimum usable capacity of 800TB.

Solution must be new. No used or refurbished parts maybe used.

CPU: One or more Intel Xeon Silver or better processors.

Network: 2 or more RJ45 1gb network ports

Memory: 128gb or more of memory

Minimum usable storage capacity after RAID and other data safety systems: 800TB or more

OS: Storage unit shall have OS loaded and configured to allow easy deployment of the storage system.

Raid: 5 or 6 or equivalent.

Power Supplies: At minimum dual power supplies. Must use standard US 110/120 power.

Scalability: The system should be able to accommodate additional expansion enclosures post purchase.

Server Racking: Include racking hardware to mount on a 4-post rack.

Warranty and support: 5 years warranty with at minimum Monday – Friday 9am – 5pm support via email or phone call. We need the ability to keep the hard drive if drive is replaced under warranty.

Using the quote sheet provided herein, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary's best interest and will not unduly delay the procurement.

FPD-AZ intends to make an award based on the lowest priced, technically acceptable quote. **All items should be quoted as a fixed price and F.O.B. Destination.** Payment terms will be considered Net 30 unless more favorable terms are offered.

Delivery will be required within 60 days after receipt of order (ARO).

Delivery will be to:

Chad Edwards, CSA
FEDERAL PUBLIC DEFENDER
850 W Adams Street, Suite 201
Phoenix, AZ 85007
602-382-2853
chad_edwards@fd.org

Important:

- 1) Your bid should include the grand total for QTY 2 total units. One unit per site as listed in the RFQ.
- 2) This is an open market bid solicitation. Bids should not reference any existing government contract.

Quote Sheet for RFQ IT01

Instructions for Quoter:

Provide the information requested here and below at Provision 3-5 and Clause 7-10:

Company name:	
DUNS number or UEI:	
Discount terms, if other than Net 30:	

Instructions for Quoter:

Fill in the unit price and extended price for each item.

Fill in the grand total amount.

[Add or delete line items as needed. For each line item used, insert a description, required quantity, and unit of issue (e.g., EA). Qty and U/I should normally mirror what is expected for invoicing. E.g., if invoicing is expected to be paid based on each item delivered then something like 10 EA would be appropriate; if invoicing will only be allowed and paid after all items are delivered then something like 1 EA would be appropriate.]

Item	Description	Qty	Unit of Issue	Unit Price (\$)	Extended Price (\$)
1					
2					
3					

GRAND TOTAL:	\$
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TERMS AND CONDITIONS

The following judiciary terms and conditions are incorporated into this request and will be included in the resulting order.

SOLICITATION PROVISIONS

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 Owned

- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- 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)
- Subcontinent Asian (Asian-Indian) American Owned (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 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)

The following provisions marked with an ‘X’ are incorporated by reference:

X	2-15	Warranty Information (JAN 2003)
	2-85A	Evaluation Inclusive of Options (JAN 2003)
	2-85B	Evaluation Inclusive of Options (JAN 2003)
X	2-85C	Evaluation of Options Exercised at Time of Contract Award (JAN 2003)
	2-100	Brand Name or Equal (APR 2013)
	4-155	Alternate Awards (JUN 2014)
	4-165	Price Proposal Instruction – Multi-Year Contract (JUN 2014)

CONTRACT CLAUSES

Applicable to both the solicitation and contract

Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

Name:
Address:
Telephone:
E-mail:
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)

2-30A, Time of Delivery (APR 2013)

1. (a)The judiciary requires all items to be delivered by no later than _____. The offeror proposes delivery of all items by no later than _____.
2. (b)The judiciary will evaluate equally, as regards time of delivery, offers that propose delivery within the period specified above. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable. The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.
3. (c)The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

2-30B, Desired and Required Time Of Delivery (JAN 2010)

(a)The judiciary desires delivery to be made according to the following schedule:

Delivery will be required within 60 days after receipt of order (ARO).

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule in writing. However, the offeror's proposed delivery schedule shall not extend the delivery period beyond the time for delivery in the judiciary's required delivery schedule.

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)

The following clauses marked with an 'X' are incorporated by reference:

2-20A	Incorporation of Warranty (JAN 2003)
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	2-20B	Contractor Warranty (Products) (JAN 2010)
X	2-35	F.O.B. Destination, Within Judiciary's Premises (JAN 2003)
	2-40B	Delivery of Excess Quantities (JAN 2003)
	2-55	Privacy or Security of Safeguards (JAN 2003)
	2-90A	Option for Increased Quantity (APR 2013)
	2-90B	Option for Increased Quantity – Separately Priced Line Item (APR 2013)
	2-90D	Option to Extend the Term of the Contract (APR 2013)
	2-95	Material Requirements (JAN 2003)
	2-110	Option to Purchase Equipment (JAN 2003)
	2-125	Security for Advance Payment (APR 2013)
	2-130	Energy Efficiency in Energy-Consuming Products (APR 2013)
	2-135	Acquisition of EPEAT®-Registered Personal Computer Products (MAR 2019)
X	2-140	Judiciary IT Security Standards (APR 2013)
	3-1	Contractor Use of Mandatory Sources of Products or Services (JUN 2012)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
	4-150	Cancellation Under Multi-Year Contracts (JUN 2014)
	5-30	Authorization and Consent (JAN 2003)
	6-10	Deposit of Assets Requirements (APR 2013)
	6-15	Deposit of Assets Instead of Surety Bonds (JAN 2003)
	6-65	Rights in Data – Special Works (JAN 2010)
	6-75	Rights to Data in an Offer (APR 2013)
	6-80	Rights in Data – Existing Works (JAN 2010)
	6-85	Commercial Computer Software License (APR 2013)
	6-90	Notice and Assistance Regarding Patent and Copyright Infringement (APR 2010)
	6-110	Deferred Ordering of Technical Data or Computer Software (JUN 2014)
X	7-1	Contract Administration (JAN 2003)
X	7-5	Contracting Officer's Representative (APR 2013)
X	7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
X	7-25	Indemnification (AUG 2004)
	7-70	Judiciary Property Furnished "As Is" (APR 2013)
	7-95	Contractor Inspection Requirements (JAN 2003)
X	7-115	Availability of Funds (JAN 2003)
	7-160	Limitation on Withholding of Payments (APR 2013)
	7-170	Notice of Intent to Disallow Costs (JAN 2003)
	7-180	Prohibition of Assignment of Claims (JUN 2012)
X	7-215	Notification of Ownership Changes (JAN 2003)