

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA

TERESA L. DEPPNER  
CLERK OF COURT

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**Request for Quote**  
**RFQ Number: USDC-16-2014**

**September 11, 2014**

**Summary Description**

The United States District Court for the Southern District of West Virginia, is seeking a Request for Quotation (RFQ) for 3-years of Polycom Premier Support warranty/maintenance (non on-site) for all the Polycom Units in our District or an equivalent may be quoted. This support will include:

- \* Unlimited Technical Phone Support (24x5 Monday - Friday)
- \* Advanced Parts Replacement/Repair on equipment
- \* Software Upgrades and Updates
- \* Escalation Support
- \* Warranty Repair and Replacement Parts
- \* Escalation to Tier 3 Support

**Serial Numbers:** 8210130C8440CN  
8208330A99CACN  
880937102959CN  
88093810297ECN  
8210130C852CCN  
8208290A94A4CN  
8208290A948CCN  
8209480C1A47PN  
8208310A9876CN  
8210130C853FCN  
8208330A99D9CN  
880939102BD3CN  
8208330A99C4CN  
8208310A9875CN

**Service dates:** 9/13/2014 to 9/12/2017.

**Special Notes**

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Quotes may be faxed, emailed or hand-delivered to the below address by **September 12 by 5 pm**. You may contact me with any questions.

United States District Court  
Attn: Dawna Goodson, Contracting Officer  
300 Virginia Street, East, Room 2400  
Charleston, WV 25301  
304-347-3089 Telephone  
304-347-3097 Fax  
[Dawna\\_Goodson@wvsd.uscourts.gov](mailto:Dawna_Goodson@wvsd.uscourts.gov)

If you have technical questions, please contact Chad Adkins at 304-347-3038 or [Chad\\_Adkins@wvsd.uscourts.gov](mailto:Chad_Adkins@wvsd.uscourts.gov) and copy [Dawna\\_Goodson@wvsd.uscourts.gov](mailto:Dawna_Goodson@wvsd.uscourts.gov).

**A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.**

## DELIVERY ORDER TERMS AND CONDITIONS

The terms and conditions in the GSA contract are invoked by referencing the GSA contract number in the task order. The following standard judiciary provisions and clauses are also incorporated into this request and will be included in the resulting task order.

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>

2. The following judiciary clauses, that the Contracting Officer has indicated are applicable, are incorporated in this contract by reference:

- Clause 1-15 Disclosure of Contractor Information to the Public (AUG 2004)
- Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)
- Clause 7-30 Public Use of the Name of the Federal Judiciary (JUN 2014)
- Clause 7-35 Disclosure or Use of Information (APR 2013)
- Clause 7-55 Contractor Use of Judiciary Networks (JUN 2014)
- Clause 7-65 Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013)
- Clause 7-115 Availability of Funds (JAN 2003)
- Clause 7-130 Interest (Prompt Payment) (JAN 2003)
- Clause 7-140 Discounts for Prompt Payment (JAN 2003)
- Clause 7-235 Disputes (JAN 2003)

3. The following full text clauses are incorporated if the Contracting Officer has marked them as applicable (X):

Clause 2-90C Option to Extend Services (APR 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 \_\_\_\_\_ calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*.

(end)

Clause 2-90D Option to Extend the Term of the Contract (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than \_\_\_\_\_ calendar days prior to the contract's current expiration date *[insert the period of time within which the contracting officer may exercise the option]*; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ 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 3 yrs (months) (years).

(end)

## 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:

\_\_\_ 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 2-70            Site Visit (JAN 2003)
- \_\_\_ Provision 2-85A        Evaluation Inclusive of Options (JAN 2003)
- Provision 3-135        Single or Multiple Awards (JAN 2003)

### Additional Solicitation Provisions

- \_\_\_ Provision 3-195        **Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Certification (APR 2011)**

(a) The offeror shall check following certification:

#### CERTIFICATION

The offeror [ ] does [ ] does not certify that –

- (1) the items of equipment to be serviced under this contract are used regularly for other than government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) the services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
  - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
  - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or contractor; and
- (3) the compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision –

(1) Clause 3-215, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) the offeror shall notify the contracting officer as soon as possible, if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the contracting officer as required in paragraph (c) of this provision.

(end)

**\_\_\_\_ Provision 3-220            Exemption from Application of the Service Contract Act to Contracts for Certain Services – Certification (APR 2011)**

(a) The offeror shall check following certification:

**CERTIFICATION**

The offeror [    ] does [    ] does not certify that –

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision then Clause 3-160, Service Contract Act of 1965, as amended, will not be included in any resultant contract to this offeror.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) Clause 3-225, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the contracting officer as soon as possible if the contracting officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The contracting officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(end)