

# Request for Quotation

RFQ number: MNXDCLERK23-0010

Quotes due no later than: January 15th, 2023, at 10:00am CST

Provide quotes to: Kendra Litt at [Kendra\\_litt@mnd.uscourts.gov](mailto:Kendra_litt@mnd.uscourts.gov)

The U.S. District Court for the District of Minnesota is requesting wireless mobility solutions on GSA Special Item Number (SIN) 517312 quotes for a base year and option years for the items described below.

The main offices for the District Court in the District of Minnesota (The Court) are in Minneapolis, with divisional offices in St. Paul, Duluth, and Fergus Falls. Employees and Judges use their smart phones extensively in and around each of these locations and while commuting between the offices. Devices are also used when traveling nationally and internationally.

The Court currently has fifty-seven (57) smart phone lines, twenty-two (22) data-only (MiFi or cellular iPad) lines, and one (1) data and Wi-Fi watch line. Many of the Court's smart phone lines have tethering (aka mobile hotspot) enabled. During the base and option years, The Court may require more or fewer lines than are currently used. Based on individual coverage needs, The Court may select multiple awards.

## REQUIREMENTS

- The Court requires services capable of voice and data access, both individually and combined, in Minneapolis, St. Paul, Duluth, and Fergus Falls. Voice and data access between these locations is required. Voice and data coverage throughout the rest of the State of Minnesota is also a major consideration in The Court's needs.
- The Court requires a plan for smartphones that includes unlimited voice, text, data and hot spot data, to avoid overage charges.
- The Court would like to receive 5 GB per device pooled and unlimited option quotes for iPad devices.
- The Court requires a testing period with tester phones, at no additional cost, from January 10<sup>th</sup>- February 15<sup>th</sup>, 2023.
- The Court may require overlapping transitions if needed.
- The Court requires that either the Court's currently owned devices are compatible with the vendor's network, or that the vendor will provide equivalent (or superior) replacement device options and costs.
- The Court requires a plan that provides WPS (Wireless Priority Service) to give priority access to the network.
- The Court requires the vendor to indicate in its bid the costs or conditions associated with adding new lines to the plan after the plan has started.
- The Court requires easy access to international services for Court devices, with minimal administrative effort and cost to transition to and from international service.
- The Court requires unlimited tethering (aka mobile hotspot) capabilities for specified lines, as needed.
- The Court requires detailed information for each invoice, including any costs incurred

- through in-state, national, or international roaming charges.
- The Court requires administrator and user training be provided (as needed).
- The Court requires all documentation, manuals, and guides related to the hardware and software the Court purchases. This shall include any warranty information.

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 Court determines, at its own discretion, that considering the late quote is in The Court's best interest and will not unduly delay the procurement.

The Court intends to make an award(s) 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.

## EVALUATION FACTORS

Criteria used to determine 'technically acceptable' will be:

- Voice and data coverage in between Minneapolis, St. Paul, Duluth, and Fergus Falls, without roaming.
- Voice coverage through at least seventy percent (70%) of the state, without roaming.
- Data coverage through at least fifty percent (50%) of the state, without roaming.
- 5G coverage.
- Voice dialing support.
- Support for voice mail.
- Support for tethering, both domestically and internationally.
- International calling plan options (global) and ease of switching to and from them.
- Customer service options.
- Self-service options, such as an online portal, and their ease of use.

Delivery will be required as indicated below (March 1st, 2023) after receipt of order. Delivery will

be to: [Andy\\_Seldon@mnd.uscourts.gov](mailto:Andy_Seldon@mnd.uscourts.gov)

Sincerely,

Kendra Litt  
Contracting Officer

**Quote Sheet for RFQ # MNXDCLERK23-0010**

**Instructions for Quoter:**

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

<b>Company name:</b>	
<b>[GSA Schedule, SEWP contract, etc.] number:</b>	
<b>DUNS number or UEI:</b>	
<b>Discount terms, if other than Net 30:</b>	

**Instructions for Quoter:**

Provide the costs for devices, as The Court is likely to upgrade many devices at the start of the contract and throughout the agreement. Provide quantity-based pricing if offered.

<b>iPhone 14 Pro 256 GB</b>	
<b>iPhone 14 Pro Max 256 GB</b>	
<b>iPhone 14 128 GB</b>	
<b>iPhone 14 Plus 128 GB</b>	

**Instructions for Quoter:**

Fill in the unit price and total price for each item.  
Provide quantity-based pricing if offered on lines.

**Base Year:**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price (\$)</b>	<b>Total Price (\$)</b>
1	Smartphone line – Unlimited voice & data	57	each		
2a	Data-only/cellular tablet line- 5 GB Pooled	22	each		
2b	Data-only/cellular tablet line- Unlimited	22	each		
3	Smartphone tethering feature – Unlimited data	1	each		
4	International smartphone service – Unlimited voice & data	1	each		

**Option Year 1:**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price (\$)</b>	<b>Total Price (\$)</b>
1	Smartphone line – Unlimited voice & data	57	each		
2a	Data-only/cellular tablet line- 5 GB Pooled	22	each		
2b	Data-only/cellular tablet line- Unlimited	22	each		
3	Smartphone tethering feature – Unlimited data	1	each		
4	International smartphone service – Unlimited voice & data	1	each		

**Option Year 2:**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price (\$)</b>	<b>Total Price (\$)</b>
1	Smartphone line – Unlimited voice & data	57	each		
2a	Data-only/cellular tablet line- 5 GB Pooled	22	each		
2b	Data-only/cellular tablet line- Unlimited	22			
3	Smartphone tethering feature – Unlimited data	1	each		
4	International smartphone service – Unlimited voice & data	1	each		

**Option Year 3:**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price (\$)</b>	<b>Total Price (\$)</b>
1	Smartphone line – Unlimited voice & data	57	each		
2a	Data-only/cellular tablet line- 5 GB Pooled	22	each		
2b	Data-only/cellular tablet line- Unlimited	22	each		
3	Smartphone tethering feature – Unlimited data	1	each		
4	International smartphone service – Unlimited voice & data	1	each		

## Option Year 4:

Item	Description	Qty	Unit of Issue	Unit Price (\$)	Total Price (\$)
1	Smartphone line – Unlimited voice & data	57	each		
2a	Data-only/cellular tablet line- 5 GB Pooled	22	each		
2b	Data-only/cellular tablet line- Unlimited	22	each		
3	Smartphone tethering feature – Unlimited data	1	each		
4	International smartphone service – Unlimited voice & data	1	each		

### TERMS AND CONDITIONS

In addition to the terms and conditions in the base contract, to the extent that contract allows, the following judiciary terms and conditions are also 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.

### **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	2-85A	Evaluation Inclusive of Options (JAN 2003)
X	7-60	Judiciary-Furnished Property or Services (JAN 2003)

### **CONTRACT/ORDER CLAUSES**

Applicable to both the solicitation and contract/order

#### **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)

#### **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:

X	1-1	Employment by the Government (JAN 2003)
X	1-5	Conflict of Interest (AUG 2004)

X	1-10	Gratuities or Gifts (JAN 2010)
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X	1-15	Disclosure of Contractor Information to the Public (AUG 2004)
X	2-5B	Inspection of Services (APR 2013)
X	2-25A	Delivery Terms and Contractor's Responsibilities (JAN 2003)
X	2-35	F.O.B. Destination, Within Judiciary's Premises (JAN 2003)
X	2-50	Continuity of Services (JAN 2003)
X	2-55	Privacy or Security of Safeguards (JAN 2003)
X	2-60	Stop-Work Order (JAN 2010)
X	2-90D	Option to Extend the Term of the Contract (APR 2013)
X	3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (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)
X	7-30	Public Use of the Name of the Federal Judiciary (JUN 2014)
X	7-35	Disclosure or Use of Information (APR 2013)
X	7-85	Examination of Records (JAN 2003)
X	7-125	Invoices (APR 2011)
X	7-130	Interest (Prompt Payment) (JAN 2003)
X	7-135	Payments (APR 2013)
X	7-140	Discounts for Prompt Payment (JAN 2003)
X	7-150	Extras (JAN 2003)
X	7-185	Changes (APR 2013)
X	7-210	Payment for Emergency Closures (APR 2013)
X	7-235	Disputes (JAN 2003)