

**Request for Quotations (Services)  
Open Market  
Lowest Price, Technically Acceptable**

***Request for Quotation***

RFQ Number: OHNBCellular2017

Request Date: August 21, 2017

To:

**Special Notes:**

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

Quotes may be e-mailed or hand-delivered to the below listed address by **4:00p.m. ET on September 8, 2017** local time.

Submit a technical proposal in accordance with the attached statement of work. Use the attached quote sheet for a price quotation broken down into the line items listed.

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

Quotes and questions concerning this RFQ should be addressed to Mr. Dave Piar, U.S. Bankruptcy Court, Northern District of Ohio, Howard M. Metzenbaum U.S. Courthouse, 201 Superior Avenue, Cleveland, Ohio 44114-1235, Phone: 216.615.4347, Email: [Dave\\_Piar@ohnb.uscourts.gov](mailto:Dave_Piar@ohnb.uscourts.gov)

Sincerely,

Lori McLaughlin-Nelson  
Contracting Officer

Attachment

Quote Sheet for RFQ Number: OHNBCellular2017

Item No.	Description	# Users (U)	Unit	Unit Price per Month (P)	# Months (M)	Extended Yearly Price (U x P x M)
1	Provide cellular voice and data services as required in the Statement of Work  Base Period (One year from date of award)	15	Each		12	
2	Provide cellular voice and data services as required in the Statement of Work  First Option Period	15	Each		12	
3	Provide cellular voice and data services as required in the Statement of Work  Second Option Period	15	Each		12	
4	Provide cellular voice and data services as required in the Statement of Work  Third Option Period	15	Each		12	
5	Provide cellular voice and data services as required in the Statement of Work  Fourth Option Period	15	Each		12	
					<b>TOTAL</b>	<i>(contractor will fill in)</i>

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number/fax number/e-mail address

\_\_\_\_\_  
Vendor's Street Address

\_\_\_\_\_  
Vendor's City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS number

\_\_\_\_\_  
Printed or Typed Name of Signatory

\_\_\_\_\_  
Discount Terms or Net 30?

## **STATEMENT OF WORK (SOW)**

### **1.1 INTRODUCTION:**

The U.S. Bankruptcy Court, Northern District of Ohio (OHNB) requires cellular voice, data, and text messaging services, and equipment for the court's cellular users.

### **1.2 OBJECTIVES:**

The U.S. Bankruptcy Court, Northern District of Ohio provides cellular voice, data, and text messaging service, as well as cellular equipment to a limited number of employees who often travel for their job, and must be able to reliably conduct business from locations remote from their primary place of business.

### **1.3 SCOPE:**

The OHNB cellular users live and work in and around the northern Ohio cities and suburbs of Akron, Canton, Cleveland, Toledo, and Youngstown. These court employees are required to travel for their jobs and sometimes perform work while they are on personal travel, therefore the devices offered through this plan must work well throughout the U.S., as well as internationally.

The current devices used by court personnel are all smartphone devices by various manufacturers including Apple, Samsung, and Google. At this point in time, there are 15 smartphone devices on the court contract, all of which will need to be accommodated at contract startup. All 15 smartphone devices are capable of being used as a mobile broadband hotspot to provide internet connectivity to laptops or tablets. The court's current mobile equipment consists of:

- (2) iPhone 7 Plus
- (2) iPhone 7S
- (2) iPhone 6S
- (6) Samsung Galaxy S7 Edge
- (1) Samsung Galaxy Note 4
- (1) HTC One Max
- (1) Google Pixel XL

The offeror must provide a flexible contract that does not commit the court to a set number of devices, does not require a minimum number of devices, or limit the number of devices the court can have on the contract at any given time.

The contract period will run October 22, 2017 through October 21, 2018. There shall be four (4) additional one-year optional contract periods to be awarded at the court's discretion.

### **2.1 REQUIREMENTS – Contract Services**

The offeror shall provide contract services that, at a minimum, meet the following requirements:

- Contract must be flexible and not commit the court to a specific number of devices. This is because individuals will be added to, or removed from, the contract with little advanced notice.
- Contract must not charge start-up fees or termination fees for individual mobile numbers, or for the contract as a whole.
- The offeror shall provide a list equipment it proposes to make available for the start of the contract period in October 2017.
- The offeror shall explain how it will communicate changes to the offered equipment throughout the contract period.
- The offeror shall provide an example of a current monthly invoice for one of its government customers.
- The offeror shall provide a detailed plan for migrating current court cellular users from the current contract to the new contract. This plan shall include information regarding replacement of current equipment, the timing of the move, mechanics of the move, and any required outage during the move.
- The offeror shall provide the court with access to a web-based interactive coverage map on which the court may enter specific addresses to check on the offeror's cellular network coverage for that specific address.
- Contract must include no charge to move phone numbers in to, or out of the plan.
- Cellular equipment offered must be able to support 4G technology and 5G when it becomes available.
- Offeror shall provide information regarding the status of the rollout for their 5G network in the U.S.
- Offeror must allow the court to manage its account on-line, including, but not limited to, access to monthly invoices, usage reports, individual mobile number user and device information, mobile device upgrade status, managing features for individual mobile numbers.
- Offeror must assign an account executive to the court's account upon contract award.
- Offeror must provide customer support services specifically available to federal government contract customers so that calls to customer support are answered quickly, customer service representatives understand the contract terms and conditions, and the caller does not have to explain they are a federal government customer. Wait times to speak to a customer service representative shall never exceed one minute.
- Changes to mobile number features shall require authorization from the court's point of contact. Mobile device owners shall not be given added features based only upon their request.
- Each individual mobile number on the contract shall receive a minimum of 400 voice minutes, unlimited data, and unlimited text messaging per month. The voice minutes shall be pooled so that the aggregate number of minutes are available to all mobile numbers on the contract, and there are no overage charges as long as the court's account does not exceed the aggregated pooled minutes in any given month.
- Offeror shall provide overage charges for voice minutes in proposal.

- Offeror shall provide free mobile number portability so no current user will be required to change mobile numbers.
- Each mobile device on the court's account shall be provided with unlimited data including data used via the hotspot on that smartphone.
- Offeror must send a detailed hard copy invoice to the court's designated point of contact each month. This monthly billing shall itemize the number of voice minutes, text messages, and data usage per user.
- Each monthly invoice shall clearly identify individual payments, date of payment, and amount of each payment.
- Each monthly invoice shall clearly itemize the voice and data charges for the month, equipment charges, the mobile number for which new equipment is purchased, and the date new equipment is activated.
- Each monthly invoice shall clearly identify the date a feature is added or removed, and the associated mobile number to which the feature is added or removed.
- The contract shall allow moving a mobile number to an international voice and data plan, and removing the mobile number from that international plan. There shall be no minimum charges levied for this activity, regardless of the length of time a mobile number is on the international plan. There shall be no restrictions on the number of times a single mobile number is moved onto or out of this type of plan. There shall be no restrictions on the number of moves of this type can be made on a contract-wide basis.

## **2.2 REQUIREMENTS - Equipment**

The offeror shall provide equipment as part of the contract that, at a minimum, meet the following requirements:

- Multiple equipment manufacturer platforms shall be offered including devices running iPhone iOS and Google Android, mobile broadband devices, and tablets. The equipment platforms available must include the higher-end equipment for all the noted platforms, and may include other equipment types
- Equipment offered must include phones capable of being used as a mobile hotspot
- Equipment offered must be multi-band capable
- Equipment offered must be multi-network capable (e.g. LTE, GSM, UMTS, CDMA, EVDO, EDGE, HSPA+, HSDPA, WiFi 802.11b/g/n/ac)
- Equipment offered must include at least Bluetooth 4.2 technology
- Equipment offered must be capable of providing at least 4G mobile broadband (hotspot) connectivity, and 5G once it become available
- Equipment offered must be capable of displaying multiple attachment types (e.g. PDF, .jpg, .tiff, .gif, .htm, .html, doc, docx, .ppt, .pptx, .txt, .rtf, .xls, .xlsx)
- Equipment offered must have speakerphone functionality
- Equipment offered must be able to work within a virtual private network (Cisco VPN preferred)

- Equipment offered must have Global Positioning System (GPS) and Assisted GPS (A-GPS) functionality
- Equipment offered shall be upgradable no later than every 12 months with no additional fees
- New equipment shall be available to be purchased outright, and not provided on a monthly charge basis
- Equipment and accessories offered through the contract shall be provided at a discounted rate off the MSRP. Offeror shall identify in its proposal the discount rate of smartphone purchases, and the discount rate of accessory purchases
- New equipment shall be offered on a 30 day satisfaction guaranteed basis. If new equipment does not operate as expected, the court can return it, and get new equipment at a discounted price.

### **3 TECHNICAL PROPOSAL CONTENT**

The offeror shall provide a narrative to explain its contract offering for each of the requirements listed in section 2.1 REQUIREMENTS – Contract Services, and section 2.2 REQUIREMENTS – Equipment. The offeror shall clearly identify any of the requirements that it cannot meet, and an alternate proposal for that specific requirement.

Using the Price Sheet at the beginning of this RFQ, the offeror shall provide their proposal in terms of a monthly cost per mobile user. The proposal shall provide details regarding the number of voice minutes allocated to each mobile number, unlimited data and unlimited text messages allocated to each mobile number. Charges for overages shall be clearly defined and enumerated.

The offeror shall include any, and all additional fees that the court will, or may experience in the course of the contract period on a separate price sheet. This shall include the monthly cost for an international voice plan, voice minutes allocated under this plan, text messages allocated under this plan, and data allocated under this plan. Details regarding the availability of the smartphone hotspot on an international basis shall be included.

### **4 SUBMITTING PROPOSALS**

Proposal Due Date: No later than 4:00 p.m. eastern time, Friday, September 8, 2017.

Submit Quotes to: Dave Piar at [Dave\\_Piar@ohnb.uscourts.gov](mailto:Dave_Piar@ohnb.uscourts.gov)

### **5 PROPOSAL EVALUATION**

Proposals submitted will be evaluated to determine if it meets the technical proposal content criteria listed below. The technical proposal content criteria are all of equal importance:

- (1) Technical Proposal Content (all factors are of equal importance):

- a. Offeror's capability to meet REQUIREMENTS – Contract Services, outlined in section 2.1, and REQUIREMENTS – Equipment, outlined in section 2.2. The proposal will receive a 1 for “meets requirements,” or a 0 for “doesn't meet requirements” related to each of the items listed.
- b. Quality of an offeror's network performance and customer service. To rate the performance of an offeror's network and customer service, the court will collect metrics from reputable independent sources such as, but not limited to, OpenSignal (<https://opensignal.com>), PCMag (<https://www.pcmag.com>) and RootMetrics (<http://www.rootmetrics.com>) regarding the offeror's performance in the areas listed below. Offeror's ratings must be excellent or good in these areas to be considered technically acceptable.
  - i. Network Reliability
  - ii. Network speed
  - iii. Data performance
  - iv. Call performance
  - v. Text performance
  - vi. Customer Service

An “excellent” rating will receive 3 points, a “good” rating will receive 2 points, a “fair” rating will receive 1 point, and a “poor” rating will receive 0 points. After ratings have been collected for all offerors from these independent sources, the score for each vendor will be determined by averaging the ratings.

(2) Price Consideration

Proposals will be evaluated to determine if they meet all technical requirements as defined above. Proposals which meet all technical requirements will then be evaluated on the basis of price. Award will be granted to the vendor offering the lowest priced, technically acceptable proposal. Offers that are determined by the Court to be unrealistically high or low in price, in comparison to other offers or the government estimate, may be excluded from consideration.

## **6 AWARD CRITERIA**

The contract will be awarded to the vendor that provides the lowest cost most technically acceptable quotation. The Court reserves the right to cancel this RFQ before an award is made. The Court, at its discretion, may award a contract for all items, some of the items, or none of the items listed in this RFQ.

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

Clause 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)

Clause 3-175 Fair Labor Standards Act and Service Contract Act – Price Adjustment

(Multiple Year and Option

Contracts) (JUN 2012)

Clause 6-20 Insurance – Work on or Within a Judiciary Facility (APR 2011)

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)

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

Clause 2-90A Option for Increased Quantity (APR 2013)

The judiciary may increase the quantity of products called for in this contract by requiring the delivery of the numbered line item(s) identified as an option item, in the quantity and at the price set forth in the line item(s). The contracting officer may exercise this option, at any time within the period specified in the contract, by giving written notice to the contractor. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree. (end)



X Clause 2-90B Option for Increased Quantity – Separately Priced Line Item (APR 2013)

The judiciary may require the delivery of the numbered line item, identified as an option item, in the quantity and at the price stated in the line item. The contracting officer may exercise the option by written notice to the contractor within [insert in the clause the period of time in which the contracting officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

     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)

X 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 10 calendar days prior to the contract's current expiration date provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 10 calendar days 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 five (5) 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 4-1, Type of Contract (JAN 2003)

The judiciary plans to award a \_\_\_\_\_ 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)