UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA
PROBATION OFFICE
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San Francisco, CA 94102

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Advertisement for Wireless Services

Description of Items Needed:

US Probation Office Northern District of California is soliciting vendors for wireless services for fiscal year 2025 (October 2024 – September 2025) and possibly future fiscal years.

Wireless services are needed to support between 75 – 80 mobile (Apple iPhone) phones, approximately 20 personal hot spot devices, 25 – 30 smartwatches (Apple) , and between 75 – 80 mobile phone enabled hot spot services. The mobile phone enabled hot spot services ideally would only be billed for usage.

Service coverage must be reliable (available) throughout the San Francisco Bay Area and in the northern coastal areas of California – city specific including San Francisco, Oakland, San Jose, McKinleyville, and surrounding cities. Services to include voice and data.

Vendors must address the following items:

1. Can we bring current mobile phones/devices from our current carrier to a new carrier?
2. If new devices are required what is the cost of each device?
3. Do you offer a trade in program for old devices that would result in a credit that can applied toward new equipment or service?
4. If transition to a new carrier is necessary, please provide a brief description of how the transition will take place including the time frame.

Advertisement expires on August 20, 2024 at the close of business.

Proposals can be emailed to: Tony Castro, Budget Manager/Contracting Officer
Tony_castro@canp.uscourts.gov

The following terms and conditions apply to all judiciary procurements.

Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases

1. **Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2024)**
2. (a)The following provisions are incorporated by reference into the request for quotations (RFQ):
    1. (1)Provision 3-70, Determination of Responsibility (JAN 2003)
    2. (2)Provision 3-210, Protests (JUN 2014)
    3. (3)Provision 7-60, Judiciary-Furnished Property or Services (JAN 2003)
3. (b)The contractor shall comply with the following clauses incorporated by reference:
    1. (1)Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)

2. (2)Clause 2-60, Stop-Work Order (JAN 2010)
3. (3)Clause 3-205, Protest After Award (JAN 2003)
4. (4)Clause 7-20, Security Requirements (APR 2013)
5. (5)Clause 7-30, Public Use of the Name of the Federal Judiciary (JUN 2014)
6. (6)Clause 7-35, Disclosure or Use of Information (APR 2013)
7. (7)Clause 7-85, Examination of Records (JAN 2003)
8. (8)Clause 7-125, Invoices (APR 2011)
9. (9)Clause 7-130, Interest (Prompt Payment) (JAN 2003)
10. (10)Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
11. (11)Clause 7-140, Discounts for Prompt Payment (JAN 2003)
12. (12)Clause 7-150, Extras (JAN 2003)
13. (13)Clause 7-185, Changes (APR 2013)
14. (14)Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
15. (15)Clause 7-210, Payment for Emergency Closures (APR 2013)
16. (16)Clause 7-235, Disputes (JAN 2003)

4. (c)The contractor shall comply with the following clauses, incorporated by reference, unless the stated circumstances do not apply:
    1. (1)Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
    2. (2)Clause 6-60, Rights in Data - General (JUN 2012) (Applies if data will be produced, furnished, or acquired under the purchase order.)
    3. (3)Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
    4. (4)Clause 2-57, Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (JUN 2024) (Applies when contractor and/or subcontractor employees will have access to Sensitive Information, or have access to or handle systems containing Sensitive Information, or collect or maintain Sensitive Information on behalf of the Judiciary, or use a contractor information system(s) to process, store, or transmit Sensitive Information.)
    5. (5)Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) (Applies if advance payment will be authorized.)
    6. (6)Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance.)
    7. (7)The following apply to products only:
        1. (a)Clause 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
        2. (b)Clause 2-45, Packaging and Marking (AUG 2004) (Applies to fixed-price contracts for products or for a service involving furnishing of products.)
        3. (c)Clause 3-155, Walsh-Healey Public Contracts Act (JUN 2012) (Applies to purchase orders over $15,000 for the manufacturing or furnishing of products in the United States, Puerto Rico, or the U.S. Virgin Islands.)
    8. (8)The following apply to services only:
        1. (a)Clause 1-1, Employment by the Government (JAN 2003)
        2. (b)Clause 1-5, Conflict of Interest (AUG 2004)
        3. (c)Clause 3-160, Service Contract Labor Standards (MAR 2019) (Applies to any purchase order over $2,500, the principal purpose of which is to furnish services through the use of service employees for work to be performed in the United States, Puerto Rico, Guam, or the U.S. Virgin Islands, **except** where Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of

Certain Equipment - Requirements, **or** Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements apply. See (7)(g) and (7)(h) below.)

4. (d)Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to all services.)
5. (e)Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (APR 2013) (Applies when services are performed at a judiciary building.)
6. (f)Clause 7-205, Payment for Judiciary Holidays (OCT 2023) (Applies to time-and-materials or labor-hour contracts.)
7. (g)Clause 3-215, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAR 2019) (Applies if the request for quotation included Provision 3-195 and the contractor certified its compliance with the conditions stated in the provision.)
8. (h)Clause 3-225, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (MAR 2019) (Applies if the request for quotation included Provision 3-220 and the contractor certified its compliance with the conditions stated in the provision.)

5. (d)Inspection/Acceptance
   The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this contract. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise these rights:
   1. (1)within a reasonable period of time after the defect or non-conformance was discovered or should have been discovered; and
   2. (2)before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
6. (e)Excusable Delays
   The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.
7. (f)Termination for the Judiciary's Convenience
   The judiciary reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
8. (g)Termination for Cause
   The judiciary may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any

and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

9. (h)Warranty
   The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.