

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 1300162402		PAGE 1 OF 87	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00244-11-R-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TESS E. HEIDRICH		b. TELEPHONE NUMBER (No Collect Calls) 619-532-2395		6. SOLICITATION ISSUE DATE 28-Jun-2011	
9. ISSUED BY FISC SAN DIEGO CODE 200 937 NORTH HARBOR DRIVE SAN DIEGO CA 92132-0200 TEL: FAX:		CODE N00244		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE INDIVIDUAL DELIVERY/TASK ORDERS AS SPECIFIED TEL: FAX:		CODE IAWDOS		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL:		CODE		18a. PAYMENT WILL BE MADE BY CODE			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

DRAFT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

Section SF 1449 - CONTINUATION SHEET

NOTICE TO OFFEROR

DELIVERY INSTRUCTIONS FOR ALL BIDS AND OFFERS

Only bids or offers sent by means of the United States Postal Service or Courier Service* may be addressed to and received at the location :

FISC San Diego Code 200A
Attention: Tess Heidrich, Building 1, 7th Floor, Office 753
RFP: N00244-11-R-0008, Contractor Name: Box __ of __
937 North Harbor Drive
San Diego, CA 92132-0060

* Bids or offers with time stamps from a courier service before the closing date and time specified herein for submission does not constitute timely receipt. All items sent by courier service are required to be received at the office labeled above no latter than closing date for submission of bids or offers specified herein.

All other bids or offers shall be considered *HAND CARRIED* and **must be delivered** directly to the depository located in the Fleet & Industrial Supply Center (FISC), Building #1, 7TH Floor, Contracts Division

Direct delivery to the depository requires entering the FISC, Building #1, at the front entrance facing North Harbor Drive, located at 937 North Harbor Drive, San Diego, California, obtaining a security pass, proceeding to the seventh floor, handing the bid or offer to the receptionist located behind the counter and having it stamped as "**RECEIVED**" with the date and time indicated.

RECEIPTS WILL NOT BE ISSUED.

No other means of direct delivery is possible or acceptable, including but not limited to, delivery to other gates, other entrances, other buildings, other floors, security booths, guard stations, reception areas, or deliveries which are not stamped as "RECEIVED" with the time and date of delivery.

Direct delivery is only possible during weekdays, excluding Federal Holidays, between the hours of 8:00AM and 4:00 PM PDST.

Deliverers of bids/offers must allow adequate time for obtaining security passes and are responsible for possessing all documentation and meeting all requirements for such passes. Parking is not available at FISC and is limited in the immediate area.

Any bid/offer sent or delivered in a manner which deviates from the instructions shall be considered **mishandled** or **mis-delivered by the bidder or offeror and** not by the Government in the event it is not received at the appropriate address or depository within the time specified by this solicitation.

IMPORTANT: Offerors are directed to review 52.212-1 with its Addendum specified herein for complete instructions on submittal. In addition, 52.212-1 with its Addendum shall be reviewed for instructions on submitting required electronic copies that shall accompany required hardcopies that shall be submitted in the manner stated above. Email proposals (Not accompanied by timely received hardcopy proposals) or facsimile proposals are **not** authorized and **WILL NOT BE** considered for award.

NOTE TO OFFERORS

Offerors are required to review the entire solicitation package before submitting questions. All questions regarding solicitation N00244-11-R-0008 should be submitted in writing to the Contracting Officer, Tess Heidrich, (Code 200) by email to cellmac@navy.mil. All submitted questions shall be submitted no later than 7 days prior to the closing date specified herein and shall specify the solicitation number. Questions sent by another method, that don't specify the solicitation or after the 7 day minimum may not receive a response.

PROGRAM AMOUNT

The Program Ceiling Amount is \$750,000,000.00 total for five Years for all contracts. The CLIN amounts are not firm individual ceilings, but are rather representative of the program amount for administrative purposes. Therefore, the amounts stated on a given CLIN not utilized in a given year shall be available for subsequent option periods (if exercised). The whole un-obligated program ceiling amount remains available throughout the life of the contract until such time as the amount becomes obligated.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Wireless Services FFP Work shall be performed in accordance with the Performance Work Statement of work and the ELINS. Program amount for all contracts for all years is \$750,000,000 and is available for all periods until consumed. Sub line-items may be added to Task Orders for additional funding ONLY. These Task Order sub line-items shall be INFO SLINS ONLY--not for use for ordering or describing services. For Contract award, ELINs on Attachment J-001 provide unit prices per contract. FOB: Destination MILSTRIP: 1300162402 PURCHASE REQUEST NUMBER: 1300162402	150,000,000	Dollars, U.S.		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		150,000,000	Dollars, U.S.		
OPTION	Wireless Services FFP Work shall be performed in accordance with the Performance Work Statement of work and the ELINS. Program amount for all contracts for all years is \$750,000,000 and is available for all periods until consumed. Sub line-items may be added to Task Orders for additional funding ONLY. These Task Order sub line-items shall be INFO SLINS ONLY--not for use for ordering or describing services. For Contract award, ELINs on Attachment J-001 provide unit prices per contract. FOB: Destination MILSTRIP: 1300162402				

MAX
NET AMT

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0003		150,000,000	Dollars, U.S.		
OPTION	Wireless Services FFP Work shall be performed in accordance with the Performance Work Statement of work and the ELINS. Program amount for all contracts for all years is \$750,000,000 and is available for all periods until consumed. Sub line-items may be added to Task Orders for additional funding ONLY. These Task Order sub line-items shall be INFO SLINS ONLY--not for use for ordering or describing services. For Contract award, ELINs on Attachment J-001 provide unit prices per contract. FOB: Destination MILSTRIP: 1300162402				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Wireless Services	150,000,000	Dollars, U.S.		
OPTION	FFP Work shall be performed in accordance with the Performance Work Statement of work and the ELINS. Program amount for all contracts for all years is \$750,000,000 and is available for all periods until consumed. Sub line-items may be added to Task Orders for additional funding ONLY. These Task Order sub line-items shall be INFO SLINS ONLY--not for use for ordering or describing services. For Contract award, ELINS on Attachment J-001 provide unit prices per contract. FOB: Destination MILSTRIP: 1300162402				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		150,000,000	Dollars, U.S.		

OPTION Wireless Services
 FFP
 Work shall be performed in accordance with the Performance Work Statement of work and the ELINS. Program amount for all contracts for all years is \$750,000,000 and is available for all periods until consumed. Sub line-items may be added to Task Orders for additional funding ONLY. These Task Order sub line-items shall be INFO SLINS ONLY--not for use for ordering or describing services. For Contract award, ELINs on Attachment J-001 provide unit prices per contract.
 FOB: Destination
 MILSTRIP: 1300162402

MAX
 NET AMT

PERFORMANCE WORK STATEMENT

Performance Work Statement as of June 28, 2011

1.0 Overview

1.0.1. Purpose. The purpose of this procurement is to provide Wireless Services and Devices (including Cellular) for the Department of Navy and the Marine Corps (DoN), within the United States, for a service period of 12 to 60 months (plus a 6 month extension if FAR 52.217-8 option is exercised). This Multiple Award, Indefinite Delivery Indefinite Quantity procurement is needed to ensure mission critical support to DoN is sustained without interruption for wireless and cellular services, including devices. Services under this procurement cover usage in the 50 United States and while traveling international for members and employees stationed within the 50 States. Task Orders issued under this contract shall be tailored to the specific needs of each command.

1.0.2 Reserved

1.0.3 The DoN is a major user of wireless and cellular devices and services, currently owning 75,000 Cell Phones, 36,000 BlackBerrys, 2400 Smart phones and 41,000 Air Cards. DoN's overall objective is to provide a contractual framework that treats DoN as a single customer with numerous geographically dispersed end-users, and thereby achieving economies of scale for pricing, services and devices.

1.0.4. The contractor shall keep current with DoN Policies regarding services and devices covered under this contract and manage the contract accordingly.

1.1 Scope

1.1.1. The scope of this contract covers the DoN's requirement for wireless and cellular telecommunications services [hereinafter, wireless telecommunications includes all wireless technologies and related operations], including related software, hardware, firmware and equipment, etc. and that the resulting contracts and contractors keep current with ever changing technology over the life of the contract. This contract shall provide a flexible means of meeting and sustaining DoN's need of fast, safe, secure, dependable, and stable telecommunications services and equipment in order to maintain the DoN's ability to communicate data, voice, text, pictures, etc. to enable DoN to fulfill its duty of defending and protecting the United States of America and its citizens, including telecommunications domestically and while traveling globally. The contractor must provide an architecture and infrastructure that is capable of the highest standard of performance in the constantly evolving field of telecommunication and the challenges brought about by Acts of God and man. The contractor shall have and maintain the highest standard of business ethics. It is expected that the resulting contracts and contractors keep current with ever changing technology over the life of their contract and provide the same to DoN via their contract.

1.1.2 Background. The current wireless services contract was awarded to four different contractors. The follow-on contract/s will capitalize on changes in the marketplace realized since award of the previous contract, by incorporating improvements in industry standards, advances in technology and more competitive pricing plans. It will also emphasize contract management, and include provisions for the monitoring of usage so as to ensure increased efficiency and reduced inefficiencies of plan use.

1.2 Performance Objectives

1.2.1. Strategic Sourcing has been identified in this requirement. During the performance of the contract/s, the Government and the contractor/s will work together, much like in a partnership relationship, towards shared goals and objectives. These goals and objectives include:

- a. Obtaining commercially available wireless and cell phone services/devices with the Government customer in mind.
- b. Improving reporting requirements to ensure technical, cost effective usage within stated program ceiling/s/
- c. Working to maintain aggressive pricing that is lower than current pricing, and other commercially available pricing that may not be standard pricing benefiting the government customer,
- d. Providing optimized rate plans able to incorporate price reductions occurring during the life of the contracts, as a result of technological improvements, marketplace competition, large volume usage and the combining of Navy requirements;
- e. Improved pricing that optimizes rate plans and allows for easy assessment of cost and price effective solutions over the life of the contract;
- f. Maximizing areas of coverage, clarity and speed of service within those areas, including CONUS and OCONUS usage;
- g. Working to monitor, and minimize or eliminate over utilized and underutilized services under each Task Order. Plans shall allow voice minutes from all plans (other than unlimited and international) on an individual task order to be pooled. This allows users to share the pool of domestic voice minutes proposed under a Delivery Order;
- h. Ensuring that current, commercially available supplies and services are provided during the life of the contract, including standard or state of the art technology, equipment and features.
- i. Upgrading and refresh services provided as new technology, equipment and features become available;
- j. Maintaining current the list of free devices per plan and new technology as it becomes available.
- k. Providing flexible phone plans that allow users to select the best economic solution for their particular usage environment (i.e. push-to-talk, long distance, roaming, voice mail, conference calling, text messaging, caller ID, emergency pre-empting, call forwarding, call waiting, email, web, data downloads/transfers, tethering, pooled and shared minute plans, add-on lines);
- l. Providing a comprehensive Customer Service Approach that incorporates:

- i. Providing recommendations for services that will allow for the effective management of Cell Phone, Blackberry, Smartphone and Data Card usage within the scope of the contract, in terms of plans, equipment, and service features,
- ii. Questions regarding the repair, replacement, or upgrade of equipment and addressing maintenance issues associated with the equipment;
 - m. Accommodating billing procedures and practices that may vary by end user command.
 - n. Accepting the Government Purchase Card as a method of payment.
 - o. Providing consolidated and web-based summary reports which include detailed information on costs incurred, numbers called and time of calls. Analyze reports every three (3) months for underutilized/over utilized lines and provide information and recommendations to Contracting Officer for more efficient services to match usage.
 - p. Monitoring charges on cell phone usage to ensure that cost limitations on each delivery order are enforced.
 - p) Providing trend analysis
 - q) Providing optimization recommendations based on new technologies, usage, trends etc.
 - r) Providing coverage quality that is at least “Good” as defined in paragraph 11 for voice, data, email, texts, PTT, both within and outside the 50 United States.

1.3 Data Communication Services and Devices.

1.3.1 Data communication services and devices are incorporated into this solicitation. “Blackberry TM”; Smartphone and other data devices such as air cards. All devices that communicate with NMCI systems shall be NMCI (Navy Marine Corp Intranet) certified. All data communication devices, hardware and software must be NMCI compatible where there is interaction with the Navy Marine Corps network (currently NMCI).

2.0 PLAN REQUIREMENTS

2.1 DESCRIPTION

2.1.1 Description: This RFP is a commercial acquisition for cellular and wireless services and devices for DoN. There are four basic devices, feature phone (voice); Blackberry (NMCI Certified phone for voice and data); smart phone (voice and data); and air cards (internet access for laptop computers) and other wireless devices and services. Additional services and devices may be added over the life of the contract, via contract modification. This acquisition is for Indefinite Delivery/Indefinite Quantity (IDIQ), Multiple Award Contracts (MACs) for various telecommunication, cellular and wireless devices, services, etc. The Contractor shall provide all labor, management, supervision, tools, material, and equipment to perform all requirements described in the Performance Work Statement for each Task Order. The contract performance period will be for a base year plus four (4) twelve 12 month option periods (with a potential for a 6 month extension in accordance with FAR 52.217-8). Individual Task Orders may range from the micro purchase threshold to the maximum dollar amount of the NTE amount. The minimum guarantee for each contract awarded is \$5,000 for the first performance year, subject to availability of funds. It will be satisfied with the issuance of a Task Order during the first performance year – but again, subject to the availability of funds. The first task order will not be issued necessarily concurrent to the award of a contract. The Government intends to award two or more contracts.

2.1.2 All contractors will compete for orders on a “fair opportunity basis” unless there is a valid exception to “fair opportunity” as set forth in FAR 16.505 (b) (2), or any individual order is less than the Micro Purchase Threshold (\$3,000). A “fair opportunity” does not necessarily mean that award will be based on low price, see FAR 16.505 (b) and DFARS 216.505-70(c).

2.1.3 The contracting officer must provide each contractor a fair opportunity to be considered for each order exceeding \$3,000.00 under multiple delivery-order contracts or multiple task-order contracts, unless exceptions at Federal Acquisition Regulation (FAR) 16.505(b)(2) apply. For task or delivery orders in excess of \$150,000.00 see

(DFAR) 216.505 (c) (1). In addition, for orders over \$5,000,000.00, see (FAR) 16.505(b)(1)(iii). Each contractor should respond to all RFPs or RFQs sent. Contractors are required to identify any FCC defined “dead zones” for zip codes included in any proposal submitted in response to a Task Order RFP.

2.1.4 If the contract or Task Order did not establish the price for a supply or service, the contracting officer must establish prices for each order using the policies and methods in FAR [Subpart 15.4](#) or justify other than full and open competition.

2.1.5 Prices submitted for Exhibit Line Items (ELINs) in response to this RFP, and subsequently included in contract awards, represent the maximum dollar amount that can be proposed on any Task Order for that ELIN.

2.1.6 There will be no separate or additional charges for cancellation, pooling, initiation, activation, termination, or porting.

2.1.7 All devices provided shall be new.

2.1.8 End-users may opt to retain existing device where technology allows, if the COR or Ordering Officer and the contractor agree.

2.1.9 The tax percentage on ELINs at time of award shall be the maximum percent that may be applied to orders; however, awardees may propose a lower tax rate for individual orders. FAR Subpart 29.201 states: pursuant to [26 U.S.C. 4293](#). The Secretary of the Treasury has exempted the United States from the communications excise tax imposed in [26 U.S.C. 4251](#), when the supplies and services are for the exclusive use of the United States. (Secretarial Authorization, June 20, 1947, Internal Revenue Cumulative Bulletin, 1947-1, 205.) Therefore, do not include any communications excise tax in your pricing or invoices.

2.2 PLAN REQUIREMENTS FOR ALL VOICE PHONE PLANS AND DEVICES

2.2. Basic Voice (feature) **phone plans** shall include the following:

- 2.2.1 Unlimited nighttime and weekend calls made to and from within the 50 States
- 2.2.2 Unlimited texting 24/7
- 2.2.3 Unlimited mobile to mobile without decreasing the available minutes
- 2.2.4 Unlimited calls made to and within the 50 States
- 2.2.5 Unlimited Voicemail retrieval
- 2.2.6 Unlimited PTT usage with PTT capable device without decreasing the available minutes
- 2.2.7 No cost International activation
- 2.2.8 Caller ID display
- 2.2.9 Coverage in all 50 States on Attachment J-002; and coverage as identified by contractor (via completed Attachments J-003 through J-007 submitted with proposal, posted on end user’s web page, and updated thereafter) for Naval Installations, Metropolitan areas with a population of 100,000 or more, Marine Corps Installations, and in International Zones 1 and 2. RFP definitions of Zones 1 and 2 are shown in Attachment J-006 and J-007, however, contractors may provide their own definitions and descriptions shown on their dedicated DoN website. Listings on contractor websites do not restrict the Ordering Officer from requesting a proposal for the Government’s requirements for international services regardless of contractor “zones”, which may not match any particular contractor definitions or limitations. Task Orders may specify specific international services in accordance with the negotiated and agreed upon formats. Coverage may be updated throughout the period of performance by updating the pertinent attachment and submitting to the Contracting Officer and posting on contractor’s dedicated DoN website.
- 2.2.10 No Roaming charges within the 50 States
- 2.2.11 Call waiting

- 2.2.12 Tech refresh provides a new free updated device. Tech refresh shall occur no less often than each twelve (12) month period unless a postponement is agreed to by Ordering Officer and contractor (Not Separately Priced). If the Tech refresh is postponed, the Ordering Officer may request the tech refresh at a later date.
- 2.2.13 Pooling all DOMESTIC voice minutes, from all plans, within a Task Order
- 2.2.14 Unlimited Porting numbers
- 2.2.15 Voice phone device
- 2.2.16 24/7, 365 days, cellular service support, including training on the use of the provider's coverage plans
- 2.2.17 Unlimited call forwarding

2.3 **PLAN Voice phone devices** shall include the following:

- 2.3.1 Caller ID display
- 2.3.2 No Roaming charges within the 50 States
- 2.3.3 Call waiting
- 2.3.4 Tech refresh shall be no less often than each twelve (12) month period unless a longer period is agreed to by Ordering Officer and contractor (Not Separately Priced)
- 2.3.5 Capable of minute pooling
- 2.3.6 Unlimited Porting numbers
- 2.3.7 Voice and texting capability in all 50 States; Naval Installations, Metropolitan areas with a population of 100,000 or more, Marine Corps Installations, and in International Zones 1 and 2 (completed and submitted with basic RFP are definitions shown in Attachment J-006 and J-007, however, contractors may provide their own definitions and descriptions shown on their dedicated DoN website. Listings on contractor websites do not restrict the Ordering Officer from requesting a proposal for the Government's requirements for international services regardless of contractor "zones", which may not match any particular contractor definitions or limitations. Task Orders may specify specific international services in accordance with the negotiated and agreed upon formats. Contractor may update data thereafter.
- 2.3.8 All devices provided must meet one or more of the following technical criteria: HSPA+, EVDO, UMTS, GSM, CDMA, iDEN or other more advanced technology
- 2.3.9 24/7, 365 days, service support including training in the use of all devices covered under the plan,
- 2.3.10 PTT, voice and text capable device shall be offered under each plan
- 2.3.11 Wall charger, Express Warranty
- 2.3.12 Minimum of 1 to 3 free devices meeting the requirements of the RFP, shall be offered per plan and shown on the contractor-provided DoN Government website.

3.0 PLAN REQUIREMENTS FOR DATA PHONE BASIC PLAN AND DEVICE REQUIREMENTS (BLACKBERRY AND SMART PHONES (CONVERGENCE DEVICES))

3.1 In addition to meeting the requirements of the Basic Voice Plan, **Data Plans** shall include the following:

- 3.1.1 Unlimited data access included (however, after 5 gigabytes per device per month have been downloaded, the speed may be decreased).
- 3.1.2 Tethering capacity included
- 3.1.3 Data capability in all 50 States, including access, downloading, sending, etc; Naval Installations, Metropolitan areas of 100,000 populations or more, Marine Installations, and in International Zones 1 and 2 (as identified by offeror with basic proposal on Attachments J-003 through J-007, posted on end-user accessible website, and as updated thereafter).
- 3.1.4 When tethering is ordered for domestic plans, it is for unlimited tethering

3.2 In addition to meeting the requirements of the Basic Voice Plan, all Data Plan **devices** shall include the following:

- 3.2.1 BlackBerry™ or data phone devices
- 3.2.2 Data phone devices provided must meet one or more of the follow technical criteria: HSPA+, EVDO, UMTS, GSM, CDMA, LTE, iDEN or other more advanced technology
- 3.2.3 Device capable of PTT, voice, text, and data, including a free device, shall be offered under the data plan
- 3.2.4 Device capable of voice, text, and data shall be offered under the data plan
- 3.2.5 Device capable of Tethering, voice, text, and data shall be offered under the data plan
- 3.2.6 Devices under Blackberry ELIN and Data ELIN shall be NMCI certified when device is to be connected to the Navy Marine Corps network (currently NMCI)

4.0 Reserved

5.0 Reserved

6.0 PLAN REQUIRMENTS FOR 500 Voice Minutes Pooled Plan

- 6.1 In addition to the basic voice requirements, the 500 minute plans shall include:
 - 6.1.1 Minimum of 1 line per plan included with initial order
 - 6.1.2 Minimum of 1 device per plan included with initial order {Government's discretion of which of the offered devices will be selected}
 - 6.1.3 **Reserved**

7.0 PLAN REQUIRMENTS FOR 4,000 Minute Shared Plan

- 7.1 In addition to the basic voice and data plan requirements, the **4,000** minute **Shared plan** shall include:
 - 7.1.1 Minimum of 1 Line included with initial order
 - 7.1.2 Minimum of 1 phone device included with initial order {devices are chosen by the Government from the qualified/offered device selection required by the contract and posted to the contractor's dedicated DoN website}
 - 7.1.3 Maximum of 250 lines may be added at the price specified in the contract; each additional line purchased includes a free device.

8.0 PLAN REQUIRMENTS FOR Unlimited Voice Plan (Data is not included)

8.1 Unlimited Minute Plans shall include One Line and One Device and:

- 8.1.1 Unlimited anytime calls
- 8.1.2 Unlimited domestic texting 24/7
- 8.1.3 Unlimited mobile to mobile
- 8.1.4 Unlimited calls made to and within the 50 States
- 8.1.5 Unlimited Voicemail retrieval
- 8.1.6 Call forwarding
- 8.1.7 International activation when International minutes are ordered
- 8.1.8 Caller ID display
- 8.1.9 No Roaming charges within the 50 States
- 8.1.10 Tech refresh shall be no less often than each twelve (12) month period unless a longer period is agreed to by Ordering Officer and contractor (Not Separately Priced)
- 8.1.11 Unlimited Porting numbers
- 8.1.12 Voice and texting capability in all 50 States; Naval Installations, Metropolitan areas of 100,000 population or more, Marine Installations, and internationally, including countries shown in attachments and on the DoN-

dedicated contractor-provided website. Attachments shall be completed and provided with proposal, posted on end-user web page, and as updated thereafter to remain current).

8.1.13 No charge for International activation

8.1.14 24/7, 365 days, cellular service support, including training on the use of the provider's coverage plans

8.1.15 Call waiting

8.2 Unlimited **Voice phone devices** shall include the following:

8.2.1 Caller ID display

8.2.2 No Roaming charges within the 50 States

8.2.3 Call waiting

8.2.4 Tech refresh shall be no less often than each twelve (12) month period unless a longer period is agreed to by Ordering Officer and contractor (Not Separately Priced)

8.2.5 Unlimited Porting numbers

8.2.6 Voice and texting coverage for all 50 States, and Naval and Marine Corps Installations (shown in Attachments J-002 through J-004) and Metropolitan areas with a population of 100,000 or more (shown in Attachment J-005) completed and provided with proposal, posted on end-user web page, and as updated thereafter to remain current.

8.2.7 All devices provided must meet one or more of the following technical criteria: HSPA+, EVDO, UMTS, GSM, CDMA, LTE, iDEN or other more advanced technology

8.2.8 24/7, 365 days, service support including training in the use of all devices covered under the plan

8.2.9 PTT, voice and text capable device, including FREE device, shall be offered under the plan

9.0 PLAN REQUIREMENTS FOR All Plans – All Plans shall include:

9.1 Contractor shall notify the Ordering Officer (Task Order level) immediately (within 1 business day), via email or phone call, when at least 60% but not more than 80% of each Task Order's dollars (including basic plan, directory assistance, overages, international calling, etc.) have been consumed, as specified in individual Task Orders.

9.2 Contractor shall suspend or terminate service upon receipt of written approval of the Ordering Officer or Contracting Officer prior to Government incurring overage charges. However, the Government cannot pay overage charges incurred without a funded order.

9.3 Directory assistance, international minutes, and overages etc. charged per use, shall not be billed until used. The Government will modify the Task Order to deduct the services ordered but not used by the end of the Task Order period.

10.0 PLAN REQUIREMENTS FOR Coverage—ALL Plans shall include:

10.1 The capability to send and receive voice, text, data, and PTT within all of the 50 States and Washington D.C., Attachment J-002. All offerors **shall** describe their coverage for Navy and Marine Corps Installations identified in Attachment J-003 through J-004 and in Metropolitan areas of 100,000 or more identified in Attachment J-005 and must describe their coverage to send and receive voice, text, data, data cards, tethering and PTT for countries within International Zone 1, shown in Attachment J-006 and Zone 2, shown in Attachment J-007. Offerors shall complete the attachments and provide them with their proposal for the basic award and as required by Task Order RFPs. Awardees shall maintain current information on their coverage on their Dedicated DoN access website. All Task Order proposals must identify "dead zones" and areas/times of "strained capacity" applicable to coverage areas requested in individual Task Order RFPs.

11.0 PLAN DEFINITIONS for use in this Solicitation and resulting contracts:

a. Night-time minutes, within the 50 United States, means the hours from the evening designated time to the morning designated time. The evening designated beginning time may vary from 7PM to 9PM plus or minus 5 minutes. The morning designated end time may vary from 5AM to 7AM plus or minus 5 minutes.

b. Weekend minutes means: the hours from the Friday evening hour to the Monday morning hour within the 50 United States

c. Unlimited data

(1) Unlimited emails

(2) Unlimited data downloads/web access means after 5 gigabytes of data has been downloaded per device within a month the speed may be slowed down

d. Naval and Marine Corps Installations are listed in Attachment J-003 and J-004

e. Metropolitan areas of over 100,000 in population are listed in Attachment J-005.

f. Push to Talk (PTT) [walkie-talkie, group connect, etc]) allows for instant two way communication for two or more people with the touch of a button within a radius of up to 6 miles. Voice is transmitted via dedicated digital network that does not interface with public switch network (PSN). Push-to-talk calls: one person transmits, the other/s receive/s. Currently, PTT service is supported only between parties on the same mobile carrier service, and users with different carriers will be unable to transmit to each other by PTT, however this will change in the near future. PTT service does not use up the regular airtime minutes that are available for general voice calls, i.e. usage do not deplete minutes in a plan.

g. Pooled Plan--Pooled plans allow a large number of users to collectively pool their plan minutes together. Pooling is limited to domestic voice minutes across plans within an individual Task Order. Minutes from 500 minute voice and 500 minute smart phone plans can be combined or pooled. Minutes from 500 minute Blackberry can be combined with minutes from the 4000 blackberry plan. Task Orders for multiple 500 voice plans can "pool" the minutes, e.g. an order for 100 500-minute voice plans allows the 100 users to put the combined total of 50,000 minutes into a "pool" allowing the 100 users flexibility in the number of minutes used, and as long as the total number of minutes used for the 100 users does not exceed the pooled amount of 50,000 minutes, no overages will occur.

h. Data Card / Data Card Plan (AirCard, mobile broadband card, connect cards, wireless modem, USB modem for mobile internet or newer technology) A data card is a wireless modem for use with a laptop PC (Microsoft operating system), which connects to a wireless network instead of to the telephone system. When connected with a wireless modem, the computer is attached directly to a wireless ISP (Internet Service Provider) and can then access the Internet and download email, internet, etc. Data card plan provides unlimited data access and downloading. Data cards used with an NMCI computer must be NMCI certified. Data-card devices can be PCMCIA, PCIe (i.e. "Express Card"), or USB. Data-card technology can be HSPA+, UTMS, EVDO, Edge, GPRS, or other more advanced technology. Under this RFP and resulting contracts, the Data Card devices are included in the monthly service. Data cards must be capable of downloading at 3G or greater speed. There is no limit to the data that may be downloaded with data cards for domestic use, however after 5 gigabytes have been downloaded per device per month, the speed may decrease. Data cards for International use may be different than data cards for domestic-only use. International use of data cards should be clearly stated on the contractor's dedicated DoN website and include clear, uncomplicated instructions for use and pricing by country. [NOTE: LIVE VIDEO STREAMING IS NOT AUTHORIZED UNDER DATA FOR HAND HELD DEVICES OR DATA CARDS AND IF REQUIRED, LIVE VIDEO STREAMING MUST BE OBTAINED UNDER THE 'OTHER' PLAN FOR EITHER DOMESTIC OR INTERNATIONAL USE.]

i. 24/7/ 365 days for phone support means that the contractor is available by telephone OR internet 24 hours a day, 7 days a week, 365 days a year, which may include a designated time for live chat .

j. Conference call capabilities—allows calling parties to call other participants and add them to the call

k. Mobile to mobile calls: calls from mobile devices (voice, BlackBerry, smart phone, etc.) to other mobile devices within the contractor's network. Mobile to Mobile calls do not diminish or consume minutes, i.e. total minutes are not reduced by mobile to mobile calls within the network.

l. Domestic, or within 50 States or within US means, as a minimum, the 50 United States, Washington DC, and any other calling area not having a fee. [Contractor shall identify in their proposal those countries without an added fee for voice, text, and data].

m. International Zone 1 Countries: RFP definitions are shown in Attachment J-006, however, contractors may provide their own definitions and descriptions shown on their dedicated DoN website. Listings on contractor websites do not restrict the Ordering Officer from requesting a proposal for the Government's requirements for international services regardless of contractor "zones", which may not match any particular contractor definitions or limitations. Task Orders may specify specific international services in accordance with the negotiated and agreed upon formats. The responsible party (COR or OO or site program manager) shall notify the contractor prior to end-user departure at least 48 hours in advance of travel, but in extremely urgent circumstances shorter notice may be given.

n. International Zone 2 Countries: RFP are definitions shown in Attachment J-007, however, contractors may provide their own definitions and descriptions shown on their dedicated DoN website. Listings on contractor websites do not restrict the Ordering Officer from requesting a proposal for the Government's requirements for international services regardless of contractor "zones", which may not match any particular contractor definitions or limitations. Task Orders may specify specific international services in accordance with the negotiated and agreed upon formats. The responsible party (COR or OO or site program manager) shall notify the contractor prior to end-user departure at least 48 hours in advance of travel, but in extremely urgent circumstances shorter notice may be given.

o. Flat rate: Devices are ordered separately from blocks of voice minutes and texts. A Flat Rate plan must be ordered on the non-specific item until such time as it may be added to the contract as an ELIN.

p. Enterprise level, individual level, "mid" level. Enterprise is Contract level, "Mid level" is Task Order level, and Individual level is per line for phone devices (BlackBerrys, Smart Phones, etc), and Data Cards.

q. HSPA and HSPA+: High Speed Packet Access (HSPA), is a family of high-speed 3G digital data services provided by cellular carriers worldwide that use the GSM technology. HSPA service works with HSPA cell phones as well as laptops and portable devices with HSPA modems.

r. EVDO: Evolution-Data Optimized or Evolution-Data only, abbreviated as EV-DO or EVDO and often EV, is a telecommunications standard for the wireless transmission of data through radio signals, typically for broadband Internet access

s. UMTS: Universal Mobile Telecommunications System (UMTS) is one of the third-generation (3G) mobile telecommunications technologies, which is also being developed into a 4G technology

t. Quadband: A GSM device (especially a mobile phone) supporting four frequency bands used for communication. In the mobile case, the purpose of doing so is to support roaming between different countries/regions whose infrastructure cannot support mobile services in the same frequency range.

u. GSM: GSM (Global System for Mobile Communications: originally from Groupe Spécial Mobile) is the most popular standard for mobile telephony systems in the world. The GSM Association, its promoting industry trade organization of mobile phone carriers and manufacturers, estimates that 80% of the global mobile market uses the standard. Initially developed for operation in the 900MHz band and subsequently modified for the 850, 1800 and 1900MHz bands

v. CDMA: CDMA (Code-Division Multiple Access) refers to any of several protocols used in so-called second-generation (2G) and third-generation (3G) wireless communications. As the term implies CDMA is a form of multiplexing which allows numerous signals to occupy a single transmission channel, optimizing the use of available bandwidth. The technology is used in ultra-high-frequency (UHF) mobile telephone and radio systems in the 800-MHz and 1.9-GHz bands.

w. TDMA: TDMA (time division multiple access) is a technology used in digital mobile telephone communication that divides each mobile channel into three time slots in order to increase the amount of data that can be carried.

x. LTE: LTE (Long Term Evolution) is a specification for fixed broadband wireless metropolitan access networks (MANs) that operates on licensed spectrum (e.g. 700MHz, 2.66 GHz). The Third Generation Partnership Project (3GPP), an industry trade group, created and maintains the LTE standard. LTE is a modulation technique that is designed to deliver 100Mbps per channel and give individual users performance comparable to today's wired broadband. LTE technology is intended to offer ubiquitous broadband at multiple megabits per second. This signal is immune to interference and can support high data rates. [NOTE: These standards are evolving every quarter.]

y. 1 Wi-Fi: Wi-Fi refers to interoperable implementations of the IEEE 802.11 Wireless LAN standard (ratified by the Wi-Fi Alliance). Wi-Fi is also known as the IEEE 802.11 standard and is a specification for wireless local area network (WLAN) communication protocols that operate in the 2.4, 3.6 and 5 GHz frequency bands. WiFi may be used with voice only phones (VoWi-Fi). The IEEE LAN/MAN Standards Committee (IEEE 802) created and maintains the standard. [NOTE: These standards are evolving every quarter.]

y.2 WiMAX: WiMAX, also known as IEEE 802.16 or WirelessMAN meaning Worldwide Interoperability for Microwave Access, is a telecommunications technology that provides fixed and fully mobile internet access. WiMAX refers to interoperable implementations of the IEEE 802.16 wireless-networks standard (ratified by the WiMAX Forum), in similarity with Wi-Fi. WiMax is a specification for fixed broadband wireless metropolitan access networks (MANs) that use a point-to-multipoint / point-to-point architecture and operates between various licensed and unlicensed bands (i.e. various bands between 2GHz and 66GHz). The IEEE LAN/MAN Standards Committee (IEEE 802) created and maintains the standard. . WiMax is intended to offer ubiquitous broadband at multiple megabits per second. Mobile WiMAX is an IEEE specification also known as 802.16e and designed to support as high as 12Mbps data-transmission speeds. It uses Orthogonal Frequency Division Multiple Access, which transmits data by splitting radio signals that are broadcast simultaneously over different frequencies. These signals are immune to interference and can support high data rates. [NOTE: These standards are evolving every quarter.]

z. Tether - Tethered - Tethering is the use of a mobile device such as a mobile phone to supply Internet access for another device which is otherwise unconnected, using the connected device as a modem. This can be done through Bluetooth wireless technology or cables (such as USB). Unlimited tethering means After 5 GBs of data per month are downloaded (per device); the downloading speed may be reduced. [NOTE: LIVE VIDEO STREAMING IS NOT AUTHORIZED UNDER ELINS FOR DATA FOR HAND HELD DEVICES OR DATA CARDS OR TETHERING AND IF REQUIRED, LIVE VIDEO STREAMING MUST BE OBTAINED UNDER THE 'OTHER' PLAN FOR EITHER DOMESTIC OR INTERNATIONAL USE.]

aa. PCMCIA: PC Card (originally PCMCIA or PCMCIA Card) is the form factor of a peripheral interface designed for laptop computers. The PC Card standard (as well as its successor Express Card) was defined and developed by a group of industry-leading companies called the Personal Computer Memory Card International Association (PCMCIA).

bb. Express Card: PCI Express (Peripheral Component Interconnect Express), officially abbreviated as PCIe (or PCI-E, as it is commonly called), is a computer expansion card standard designed to replace the older PCI, PCI-X, and AGP standards.

cc. USB: USB (Universal Serial Bus) is a specification to establish communication between devices and a host controller (usually personal computers). USB can connect computer peripherals such as mice, keyboards, digital cameras, printers, personal media players, flash drives, and external hard drives. For many of those devices, USB has become the standard connection method.

dd. Smartphone: Electronic handheld wireless device that integrates computing, telephone, fax, internet and networking functionalities. A smartphone offers advance computer technology, connectivity, allows installation/running of applications, and next generation will allow docking to an external desk or laptop.

ee. GPS Tracking Solutions: Through the wireless mobile cellular phone, PDA or Smartphone, the ability to use embedded GPS capability to link through a web enabled application, and then to have that device GPS location to be displayed via an Internet linked application and website.

ff. Text Messaging or Texting {Abbreviated throughout as Text} means the exchange of brief written messages, photos, etc. between mobile phones/BlackBerry/smart phones over cellular networks. Texts of more than 160 characters may be automatically broken into separate text messages of 160 characters by the device or wireless company.

gg. International as used in the Other Plan means voice, texting, data, data cards, mobile to mobile, tethering, PTT, etc. as specified in Task Order RFPs.

hh. Dead Zones (i.e. “coverage holes,” “dead spots,” or “obstructed areas”) are locations where a user cannot make, receive or complete calls due to limitations in topography (the surroundings), capacity (how many callers are communicating with the same cell site at a given time), or network architecture (where antennas are located). Dead zones may cause dropped calls when users are on the move and there are too few (or no) cell sites in the area of travel. A dropped call also could result from a weakening of the signal from the cell site that carries the call and/or the failure of the call in progress to be handed off to another cell site. For example, the communication signal between the wireless phone and the cell site could fade significantly and end the call as the user drives into a tunnel or walks into a building. The structure blocks the signal.

ii. Strained Capacity is when many people use a wireless service provider’s network at the same time and its capacity is strained, other users trying to connect may hear a “busy signal” instead of being able to complete their calls.

jj. Exhibit Line Item Number (ELIN) – An Exhibit Line Item Number or ELIN is a form of separately identifiable line items that may be used instead of putting a long list of contract line items or sub line-items in the contract schedule. Identified by four alphanumeric characters, except I and O. (see DFARS 204.71)

kk. Line: 1 Line means 1 phone number e.g. international calling is ordered by phone number (Line)

ll. Non-Specified—Unless prohibited by DoN Policies, means: Other wireless and cellular services or equipment (including applications) that are in scope but not elsewhere identified, such as GPS, international texting, Mobile Hot Spot Device (MiFi), HB Gobi chip (imbedded internet access), wireless modems, and other equipment/services not currently known, available, or quantifiable by the Government.

mm. Data Plan means unlimited for: browse the web, send and receive email, download attachments, download applications (NMCI restrictions apply where applicable). After 5 gigs of data per month are downloaded (per device), the downloading speed may be reduced. [NOTE: LIVE VIDEO STREAMING IS NOT

AUTHORIZED UNDER DATA FOR HAND HELD DEVICES OR DATA CARDS AND IF REQUIRED, LIVE VIDEO STREAMING MUST BE OBTAINED UNDER THE 'OTHER' PLAN FOR EITHER DOMESTIC OR INTERNATIONAL USE.]

nn. Overages means when a user goes over the quantity of what was ordered. The additional amount is charged against the Overage amount included at the task order level. This fee for the extra minutes is called overage fees or overage charge. Overages are ordered separately by the minute, and must be ordered and funded PRIOR to incurring any overages.

oo. Taxes, surcharges, and FCC Required Charges, means any State or Federal tax or Federal Communication Commission required taxes or fees for cellular service, expressed as a percentage but only chargeable to the items as required under State or Federal Law. (See PWS Section 14.17)

pp. BlackBerry™: Brand name electronic handheld wireless device that integrates the functionality of a mobile cellular phone, with computing, internet and networking functionalities, or other information appliance; often with PC-like functionality. Only NMCI certified BlackBerrys are authorized under this RFP and resulting contracts for interaction with the Navy Marine network (currently NMCI).

qq. iDEN - iDEN Technology supports either three or six interconnect users (phone users) per channel, and six dispatch users (push-to-talk users) per channel, using time division multiple access. It allows for instant two way communication for two or more people with the touch of a button within a radius of up to 6 miles. Voice is transmitted via dedicated digital network that does not interface with public switch network (PSN)

rr. Shared Plan means the 4,000 minute plan. 4,000 minutes can be shared by any number of end users purchasing a device for that plan within a Task Order or Task Order modification. The 4000 minute shared plan may be pooled with other 4000 minute shared plans ordered within a Task Order. Minutes for 4000 minute plans may be pooled with any other plan. Pooling is limited to quantities of the domestic voice plans contained within an individual Task Order.

ss. Consumed in the context of usage in a Task Order means dollars spent. Consumed in the context of usage in the Contract means dollars obligated, whether or not subject to Availability of Funds.

tt. Contract value means the total amount on the contract vehicle (contract or Task Order) that has been issued and as modified. For example, the contract value of a Task Order issued for \$20,000 with no line of accounting and subject to availability of funds is \$20,000. When that Task Order is modified and additional work/equipment, etc. is added, the contract value is \$20,000 plus the amount of the added work. If a modification is to deduct work/scope, then the contract value will reflect the subtraction of the dollars for the deleted work.

uu. Contractor's dedicated website is a site created specifically for the DoN Wireless contract/s. The dedicated site will be accessed by DoN customers and it shall be structured to allow user specific access levels. Site will allow users with the appropriate access level to review and download account specific information and reports. Site will also provide customer services information, training documents, guides, and various user focused data posted and updated by the contractor.

vv. Downloading Applications may be used **ONLY** when specifically authorized by the Ordering Officer when there is no associated cost. Applications with an associated cost must be included in the Non-Specified services and funded on the Task Order.

ww. Contracting Office means the office that issues the contracts, and the Contracting Officer and Contract Negotiator and Contract Administrator for the wireless contracts from that office, and ordering office means the office that issues the task orders.

xx. Forecasting for use under the wireless contracts means analyzing historical data, based on usage and period of performance, for determining if the contract/s or task order/s have reached (or will soon reach) at least 60% but not more than 80% consumption of ceiling for the contract or, dollars awarded for the Task Orders, or for potential additions or deletions from the contract, technical advances, etc.

yy. Trend analysis for use under the wireless contracts means collecting wireless information for the purpose of attempting to spot a pattern or trend with efficiencies, optimization, etc. as a goal.

zz. Optimization for use under the wireless contracts is the process of improving the management and acquisition of wireless equipment and service to drive savings and reduce costs. This includes, but is not limited to, eliminating (un-needed) zero use lines; assigning the right-sized pools against actual usage; and analyzing individual usage patterns and reassigning user to the “optimal” plan/s.

aaa. Level of Access to information on the contractor provided dedicated DoN website means the Navy’s Contracting Office has access to all data, information, reports, depository of contract, contract modifications, task orders and task order modifications, etc. The Ordering Officer, COR or Site Program Manager, or party identified in the Task Order responsible for reviewing invoices has access to Command or Unit Identification Code (UIC) specific invoices and reports.

bbb. Change Management for use under the wireless contracts means the execution of a strategy for informing and training the DoN Wireless contract/s end user/s. The strategy include, but is not limited to informal targeted communications and training via email, web postings, face-to-face briefings/training sessions, User/Training Guides, etc.

ccc. Live Video Streaming for use under the wireless contract means video that is constantly received by and presented to an end-user while being delivered by a streaming provider and refers to the delivery of media over telecommunications networks.

ddd. Other restricted data uses for use under the wireless contract means unattended streaming, video surveillance, gaming, etc are only authorized by the Ordering Officer and must be priced via competition or justified under FAR part 6.3

eee. Specialized requirements for use under the wireless contract means requirements not listed herein as an ELIN or Plan requirement, for example, higher than 5 gigabyte usage, special bandwidth, etc. These special requirements are only authorized by the Ordering Officer and must be priced via competition or justified under FAR part 6.3

fff. Live Chat for use under the wireless contract means instant messaging applications designed specifically to provide online assistance to users and allows the vendor support staff to quickly receive and respond to text communication from multiple users simultaneously.

ggg. NTE or Ceiling for use under the wireless contract means the total dollar amount authorized and available for Task Orders. NTE amount is commonly referred to as the “ceiling” amount.

hhh. Minimum Requirements as used herein, mean all the requirements as set forth in the solicitation in the PWS, clauses, attachments, exhibits, and in general the solicitation considered as a whole.

iii. Coverage Quality for domestic voice means (voice devices, BlackBerrys, Smart Phones, PTT)
Best Coverage: Transmit calls/texts and receive in most buildings and all outside areas, including cars, at optimal performance levels. Very few dropped calls/texts.
Good Coverage: Transmit and receive calls/texts with confidence in some buildings, outside, in cars. Occasional dropped calls/texts.

No Coverage: Less than Good quality coverage

jjj. Coverage Quality for domestic email (BlackBerrys) means

Best Coverage: Transmit emails and receive in most buildings and all outside areas, including cars, at optimal performance levels. Very few delayed emails.

Good Coverage: Transmit and receive emails with confidence in some buildings, outside, in cars. Occasional delayed emails.

No Coverage: Less than Good quality coverage

kkk Coverage Quality for domestic data means (Smart phones, data cards, tethering)

Best Coverage means: Transmit emails and receive all data in most indoor and all outdoor s, in cars, and in many buildings at optimal performance levels. Time outs occur very seldom.

Good Coverage means: Transmit emails and receive all data outdoors, in a car, and in some buildings with confidence. Time outs occur occasionally.

No Coverage means: Less than Good quality coverage

lll. Coverage Quality for international voice means

Best Coverage: Transmit calls/texts and receive in most buildings and all outside areas, including cars, at optimal performance levels. Very few dropped calls/texts.

Good Coverage :Transmit and receive calls/texts with confidence in some buildings, outside, in cars. Occasional dropped calls/texts.

No Coverage: Less than Good quality coverage

mmm. Coverage Quality for international texting (BlackBerry) means

Best Coverage: Transmit and receive texts successfully in most areas of buildings, outside areas, including cars, at optimal performance levels. Very few unsuccessful texts.

Good Coverage: Transmit and receive calls/texts with confidence in some buildings, outside, in cars. Occasional unsuccessful texts.

No Coverage: Less than Good quality coverage

nnn. Coverage for international data, (Smart phones, data cards, tethering):

Best Coverage means: Transmit emails and receive all data in most indoor and all outdoor s, in cars, and in many buildings at optimal performance levels. Time outs occur very seldom.

Good Coverage means: Transmit emails and receive all data outdoors, in a car, and in some buildings with confidence. Time outs occur occasionally.

No Coverage means: Less than Good quality coverage

ooo. RFP/RFQ RFP means Request for Proposal. When a warranted Ordering Officer provides a written Performance Work Statement that describes the Governments requirements, evaluation factors, and basis of award. An RFP can include requirements for pre-priced ELINs or non pre-priced ELINs. An RFQ means Request for Quotation and is issued by a warranted Ordering Officer. The RFQ contains the quantity of pre-priced ELINs and the basis of award is lowest price. RFQ do not contain any evaluation factors other than price and do not contain any non pre-priced items.

ppp. Contracting Officer means a person who has been granted the authority to enter into, administer, or terminate contracts and make related determinations and findings. Contracting officers may bind the Government only to the extent of the authority delegated to them. For this contract, a warranted person issuing a Task Order is referred to as an Ordering Officer. Under this contract, Ordering Officers within DoN are authorized to issue RFPs/RFQs/Task Orders/Task Order Modifications and otherwise administer the Task Order. Under this contract Ordering Officers (OOs) are not authorized to issue Cure Notices, Show Cause Notices or pursue any termination action without express authorization from the Procurement Contracting Office (FISCSD/FLCSD), For the purpose of this contract, the term Contracting Officer refers to the Procurement Contracting Officer, not an Ordering Officer.

qqq. Contractor means the awardee of a contract, 'Vendor', 'carrier' and 'service provider' all mean the 'contractor'.

12.0 REQUIREMENTS FOR Types of devices covered under this Solicitation and resulting contracts:

- a. Offered devices shall include minimum of
 - i. Voice & text only
 - ii. Voice & text and PTT
 - iii. Voice & text & data
 - iv. Voice & text & data & PTT
 - v. Data card devices
 - vi. Tethering devices

13.0 TECHNICAL REQUIREMENTS FOR devices :

Technical Requirements of devices

- a. Voice
 - (i) UMTS, GSM, GSM, CDMA, iDEN or other more advanced technology
- b. PTT
 - (i) Motorola iDEN technology, or more advanced technology
- c. BlackBerry (RIM) Voice and Data
 - (i) All devices provided must meet one or more of the following technical criteria: HSPA+, EVDO, UMTS, GSM, CDMA, LTE, WiFi, WiMax, iDEN or other more advanced technology
- d. Smartphone/Converge Device, Voice and Data
 - (i) All devices provided must meet one or more of the following technical criteria: HSPA, EVDO, UMTS, GSM, CDMA, LTE, WiFi, WiMax, iDEN or other more advanced technology
- e. Data Card
 - (i) HSPA+, UTMS, EVDO, Edge, GPRS, or other more advanced technology

14.0 TASK ORDERS:

14.1 Orders may be placed via Government Purchase Card by card holders, up to Micro Purchase Threshold set forth in FAR for Commercial Items in accordance with the holder's Purchase Card authorizations. For Purchase Card orders, up to the Micro Purchase Threshold, the orders need not be supported by an additional "written" order. [Note, awardees are reminded that purchase card orders must be tracked in accordance with the reporting requirements as set forth herein.]

14.2 In accordance with FAR 16.505 (b) (1), the Ordering Officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,000, except as provided for in FAR 16.505 (b) (2):

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(iv) It is necessary to place an order to satisfy a minimum guarantee.

14.3 Awardees shall be tasked with responding to market research inquires from requiring activities or ordering activities. Market research shall be conducted orally to the maximum extent practicable. Market research shall consist of inquires only and not formal Request for Proposal (RFP) or Request for Quote (RFQ) requests. Therefore, it is neither binding on the Government nor contractor. This step is critical in assisting customers with establishing what is available from all of the contractors to meet its need and obtaining pricing data. All information provided may be used in assisting a competitive RFP or RFQ process.

14.4 The Ordering Officer may exercise broad discretion in developing appropriate order placement procedures. The Ordering Officer should keep submission requirements to a minimum. Ordering Officers may use streamlined procedures, including oral presentations. In addition, the Ordering Officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the Ordering Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. However, in accordance with DFARS 216.505-70 (c) orders exceeding \$150,000.00 shall only be considered competed with the issuance of a RFP or RFQ to all awardees. The competition requirements in FAR [Part 6](#) and the policies in FAR [Subpart 15.3](#) do not apply to the ordering process.

14.5 Awardees should respond to each RFP or RFQ sent to them within the specified time period stated in the RFP. Failure to respond within the timeframe stated in the RFP or RFQ will render the awardee ineligible for that task order award. Consistent failure to provide responses could result in further action under the disputes and/or termination for cause clause of this contract. Responses indicating a “no-bid” are acceptable when appropriate.

14.6 The basis for award must be stated in the Task Order RFP. However, award may be based on contract comparison of priced ELINS for amounts under the SAT (in which case no request for quotation or written proposals will be issued). The basis of award in a given Task Order RFP may be lowest-priced, technically acceptable or, it may be based on other “best value” criteria. (See PWS 14.11)

14.7 Awardees shall update data on the contractor-provided DoN Government access website and the Contracting Officer for Attachments J-002 through J-007 indicating current areas of coverage with Xs. The attachments provide data to be used by end-users or Ordering Officers for Task Orders. Contract awardees may post on their DoN website the International zones in accordance with their company zones or the Government provided zones in the Attachments, and shall identify all International Zones and pricing as offered by the contractor and not as set forth in the contract attachments

14.8. Contractors may not provide lower ELIN prices on the Website. The contract prices proposed in response to this RFP remain in effect for the life of the contract, for the base period and each option period. (As indicated, lower prices may be offered in response to a Request for Quotation/Proposal for individual task orders.)

14.9 All requests for items under the Non- Priced ELINS shall be done through a RFP or RFQ with the required specification including minimum requirements for items requested. These requests shall only be within the scope (see paragraph 1.1) of the Non-Priced ELINs defined herein. This allows for the contractors to propose on items that fall within this category, which can be included at the Task Order level.

14.10 Oral Orders. The Contracting or Ordering Officer shall provide a written Task Order following the issuance of an oral order within 5 business days of issuing the oral order. A Government purchase card acquisition made orally is not considered an “ Oral Order” for the purpose of this clause .

14.11 Task Order Evaluation

14.11.1 The Ordering Officer may ask for, and contractors may propose, other pricing schemes, which are more advantageous to the Government. The Ordering Officer may ask for and contractors may propose for services and devices in scope but only identified in ELINs under the non-specified items. In considering fair opportunity for each order, such factors as past performance, quality of deliverables, coverage, cost control, etc. will be considered. The Government may use oral proposals and streamlined procedures in selecting a contractor. Award criteria will be defined within each competitive Task Order. For example, the Government may choose to award a Task Order on a lowest-priced, technically acceptable basis. In that instance, the Government may highlight a specific technical feature, features or qualities that are required, and compete the requirement among awardees. It will then issue request for proposals, soliciting both technical and price proposal information. The Government will then award the Task Order to that lowest priced, technically acceptable contractor providing that technical feature(s) or qualities are required. The contractor/s may offer a lower price on the Task Order than those set forth in the basic contract. Fair opportunity can also be defined as a price comparison only for priced ELINS. In that instance, the Government may not make a written or oral request for a proposal or quotation, but only compare the ELIN prices in each contractor's contract as the means of price competition. The Government will then simply place an order with the contractor whose prices are the lowest. The Government also reserves the right to follow technically acceptable—lowest price, price-technical trade-off, price only, or any other authorized evaluation procedures. The Government may solicit offers from contractor/s on a “best-value” basis whereby non-price factors may be more important than price. When using the “best-value” method, the Government will issue a written RFP with stated factors and acceptable price trade-offs. The contractor/s may then be required to provide both a technical and price proposal. Contractors may reduce its contract prices in response to an RFP or RFQ.

14.11.2 The Navy and Marine Corps may provide a “fair opportunity” to all awardees based on price alone.

14.11.3 All Task Orders over the Simplified Acquisition Threshold (SAT) shall be evaluated by an appointed COR or by the Ordering Officer. Evaluations shall be for each 12 month period or for each Task Order if the performance period is less than 12 months. Evaluations shall be made in the Contractor Performance Assessment Reporting Assessment System (CPARS) in accordance with CPARS policy. If the Ordering Office chooses, a COR may be assigned for Task Orders that fall below the SAT and evaluations performed per year or per Task Order as stated above. These evaluations shall also be input into CPARS. Ordering Officers shall refer all Termination issues to the Contract Contracting Office. Ordering Officers are not authorized to issue show cause notices or cure notices without the prior approval of the Contract Contracting Officer.

14.13 All voice minutes within a Task Order are pooled. .

14.14 The 4000 minute shared plans may be pooled within a Task Order. Voice minutes for 4000 minute plans may be pooled with any other plan within a Task Order. Pooling is limited to quantities of domestic voice minutes contained within an individual Task Order.

14.15 Proposals in response to Task Order RFPs for International pricing (both FROM the US to Non-US and FROM Non-US to Non-US and to US) shall present pricing clearly, in plain English in such a way that the amount to be charged for voice calls, texting, data (phones), data card, mobile to mobile, PTT, tethering, taxes, etc so that the TOTAL per minute rate is EASILY discernible by Government personnel.

14.16 Proposals for devices in response to Task Order RFPs shall clearly present the devices offered by plan and show the price in plain English in such a way that the amount for each device is EASILY discernible by Government personnel whether the device is FREE or whether there is a charge.

14. 17 Pursuant to [26 U.S.C. 4293](#), the Secretary of the Treasury has exempted the United States from the communications excise tax imposed in [26 U.S.C. 4251](#), when the supplies and services are for the exclusive use of the United States. (Secretarial Authorization, June 20, 1947, Internal Revenue Cumulative Bulletin, 1947-1, 205.) Therefore, the contractor shall not include any communications excise tax in its pricing. Repeat, repeat....

14.18 Task Order Spend/Usage Notification: Contractor shall notify the Ordering Officer immediately (within 1 business day, via email or phone call, when at least 60% but not more than 80% of all plans or dollars awarded (including basic plan, directory assistance, overages, international calling, etc.) have been consumed on an individual order.

14.19 All contractors shall provide a Contract enterprise level Spend/Usage Report on a monthly basis as to the total contract consumption.

14.20 Coverage -- Ordering Officers may request test devices in order to test coverage prior to award. This is always recommended.

15.0 CORPORATE MANAGEMENT

The purpose of this section is to define the Department of the Navy (DoN) minimum requirements for Wireless Services. For two of the categories (Customer Service and Reporting), minimum requirements are defined at the DoN Wireless Program's Contract Management Level and the End-user (or Unit Identification Code (UIC) Level.

15.1 Corporate Management Reporting Contract Level

15.1.1 Data and Reporting - Contracting Level: The Navy is interested in obtaining certain enterprise-level data reports from the Contractor. These reports will be used in managing the DoN Wireless Services Program. Specific data reporting elements will be used to—(1) understand Navy-wide customer usage by number of lines per activity (or end-user/Unit Identification Code (UIC)), rate plans (with minutes used and overages), and overall dollars spent; and (2) identify savings opportunities, such as rate plan optimization, enterprise spend management, and reduction of overage and roaming costs. All data and reports posted on the DoN-dedicated Contractor-provided website shall be downloadable in an Excel or Tab Delimited ASCII format. [For the purpose of this contract, Contracting Level and Enterprise Level are interchangeable terms.] The following data access capabilities and reporting elements are required:

- a. The Contractor shall provide the Contracting Officer and the designated Program/Contract Management office with unlimited online (or web) access to reporting data as described above.
- b. Online (or web) access must be granted to all designated members of the Contract Office on or before 30 days after contract award.
- c. Reporting data shall be provided monthly and contain a full month of usage data, which can be pulled on a month-to-month basis (delineated by month), or pulled with cumulative totals from the beginning month to the last full month of data.
- d. Reporting data shall be downloadable from Contractor site in a modifiable Excel or Tab Delimited ASCII formatted file. (e.g. Excel)
- e. Contract Level Monthly Usage Reports shall include, at a minimum, the following data elements:
 - (i) A summary of Navy-wide totals for plans purchased (e.g., number of, 500 minute pooling plans, 4,000 minute shared plans, Blackberry, Smart, Data Cards, International, Other, etc. include services like Tethering, etc)
 - (ii) Total lines of service purchased for 'each plan'
 - (iii) Contracted Rate Plan price for each line of service

(iv) Total Basic Costs - Total number of lines by Plan, with a total sum of all lines, include a separate section for lines or devices or supplies not falling under a Plan identified in the ELINs including a break out for international usage

(v) Number of different commands (identified via the number of end-users by UIC or Billing Account Number), within each plan. (Special Note: This number should be a sub-set of 1. above.)

(vi) Method of Payment Summary Info (e.g. list the payment method whether it is by Purchase Card, Purchase Order or other method)

f. Contract Level Monthly Usage Reports shall also include detailed usage information per plan that includes, but is not limited to:

(i) Total minutes used per End-User/UIC/Activity/Command, per Month, per Plan and ELIN and other PLAN ELINS.

- A. Total peak/anytime minutes used
- B. Total off-peak/"free" minutes used
- C. Total domestic roaming minutes and associated cost (if applicable)
- D. Total overage minutes and associated cost (if applicable)
- E. Domestic long distance usage and associated cost per minute (if applicable)
- F. International Long Distance usage and associated cost per minute (if applicable)
- G. International roaming usage and associated cost per minute (if applicable)
- H. Country Code for International roaming charges (if applicable)
- I. Number of Text Messages and associated costs (if applicable)
- J. K-byte or data usage and associated costs (if applicable)
- K. Usage and overage data for all other features (e.g. call forwarding, directory

assistance, etc.)

- L. Trend analysis and optimization recommendations at the contract level

(ii) Total price paid per line (including monthly per minute charges, overages per phone line, FCC fees and taxes):

- A. Usage and overage data for all other features with a usage-based cost component

(iii) Other plan data. (Analysis, trending, optimizing and suggestions)

g. Contract Level Monthly Usage Reports shall also include equipment ordered by Activity/Command (or End-User UIC)

(i) Quantity and Type (with model info) of equipment ordered (Cell Phone (model), Blackberry (model), Smartphone (model), Data card (model)

(ii) Cost of equipment (where applicable)

(iii) By number convention

h. Contract Level Monthly Usage Reports shall also include detailed usage information that includes, but is not limited to the following:

- (i) List the total amount of Navy wireless spend to date
 - specify timeframe (for example: from "this date" to "that date") of spend data
 - include both Task Order and GPAC purchase information
 - include actual number of Task Orders and GPAC purchases
 - list data by Activity/Command Agency and by individual s Unit Identification Code

(UIC)

- (ii). List devices Navy customers are buying
 - specify timeframe (for example: from "this date" to "that date") of devices purchased
 - list totals for each device ELIN include model/type info (# of Cell Phones, # of BBs, # of Smartphones, # of Datacards, # of other devices)
 - list number of devices acquired,(quantity and model that are free or with each plan)

- dollars
- list number of devices purchased outside the plan offering by device type, include total
- dollars
- (iii) List number of ELIN plans ordered
 - specify timeframe (for example: from "this date" to "that date") of ELINs ordered
 - list dollars obligated per ELIN
 - list dollars obligated per Activity/Command Agency and UIC
 - list Domestic long distance usage and associated costs (if applicable)
 - list K-byte or data usage and associated costs (if applicable)
 - (iv) List Non-Specified ELINs ordered
 - specify timeframe (for example: from "this date" to "that date")
 - list total quantities and dollars obligated on non-specified ELINs (plans & devices)
 - list International long distance and roaming usage and associated costs (if applicable)
 - (v) Total amount of overages in minutes and dollars
 - specify timeframe (for example: from "this date" to "that date") for overages
 - list number minutes of overages for voice per Agency
 - list dollar amount consumed for overages for voice by Activity/Command Agency and
- UIC
- (vi) Trend analysis and optimization recommendations at the contract level
 - (vii) Total Orders and Period of Performance Info
 - list obligated amount per Task Order, GPAC purchase
 - list Period of Performance per Task Order, GPAC purchase
 - identify if Option Period included in basic Task Order and the Period of Performance (e.g. from "this date" to "that date")
 - (viii) Point of Contact List/Report
 - list all POCs/Wireless Managers/CORs as identified in Task Orders or by Ordering Officer
 - list email addresses for all POCs/Wireless Managers/CORs as identified in Task Orders or by Ordering Officer
 - (ix) Invoice Reviews
 - list all individual agency invoices by Task Order number or GPAC number
 - list Order award/obligated amounts, amounts added or deducted via modification, current order value, amount previously invoiced, current invoice amount and remaining amount (to be invoiced)
- i. The aforementioned data elements will be live or refreshed every 48 hours for the Navy's reporting requirements
- j. Monthly Help Desk metrics shall also be provided. Data elements shall include, but not be limited to, the following:
- (i) Frequency of Technical Support--Devices
 - Break-downs (warranty and non-warranty issues)
 - (ii) Frequency of Technical Support—Service
 - Coverage issues

15.1.2 The Contractor shall also capture and support reporting within 48 hours on the following data elements:

- a. Customer account number (assigned by Contractor)
- b. Ordering Entity
 - (i) Command Name
 - (ii) Unit Identification Code (UIC)
 - (iii) Account Number or Billing Account Number (BAN)
 - (iv) Individual User
- c. Billing Points of Contract (POCs) on the account
 - (i) Mailing address
 - (ii) Telephone number
 - (iii) Email address
- d. User POCs on the account
 - (i) Mailing address
 - (ii) Telephone number
 - (iii) Email address
- e. Contracting POCs on the account
 - (i) Mailing address
 - (ii) Telephone number
 - (iii) Email address

15.1.3 Contract Usage/Spend Notification. Contractor shall notify the Ordering Officer immediately (within 1 business day), via email or phone call, when at least 60% but not more than 80 % of the contract NTE amount of dollars (for the task order spend) has been consumed. Modifications in one fiscal year to a Task Order issued in a prior year counts toward the total task order value for the period in which the modification is issued.

15.1.4 Contracting Officer Report

15.1.4.1 The contractor shall provide a report in an Excel spread sheet on the DoN-Dedicated Contractor-provided web-site with the following column headings. The report shall be maintained current; that is all data shall be represented on this report and available to the Contracting Officer within 48 hours of any order being placed. Only columns 1 through 23 plus column 53 apply to GPAC purchases.

Column Headings

1	Task Order # or Credit Card Number
2	UIC
3	Customer (End User) Company Name
4	Wireless Contractor Acct Number for this customer
5	Ordering Officer Name
6	Ordering Officer phone number
7	Ordering Officer email address
8	Name Task Order POC for invoices
9	Invoice POC phone
10	Invoice POC email address
11	Notification (60-80%) POC name
12	Notification (60-80%) POC phone number
13	Notification (60-80%) POC email address
14	Additional POC email address
15	Additional POC email address
16	Task Order POC for invoices
17	Navy or Marine Corps

18	Base period Award Date
19	Base period Performance start date
20	Base period Performance end date
21	Base period obligated/award amount
22	Base period modification amounts
23	Base period current total
24	Option 1 exercise date
25	Option 1 period performance start date
26	Option 1 period performance end date
27	Option 1 award amount (on basic award)
28	Option 1 amount obligated on option exercise
29	Option 1 modification amounts
30	Option 1 current total
31	Option 2 exercise date
32	Option 2 period of performance start date
33	Option 2 period of performance end date
34	Option 2 award amount (on basic award)
35	Option 2 amount obligated on option exercise
36	Option 2 period modification amounts
37	Option 2 period current total
38	Option 3 exercise date
39	Option 3 period performance start date
40	Option 3 period performance end date
41	Option 3 award amount (on basic award)
42	Option 3 amount obligated on option exercise
43	Option 3 modification amounts
44	Option 3 current total
45	Option 4 exercise date
46	Option 4 period performance start date
47	Option 4 period performance end date
48	Option 4 award amount (on basic award)
49	Option 4 amount obligated on option exercise
50	Option 4 modification amounts
51	Option 4 current total
52	
53	TOTAL OBLIGATED AMOUNT, ALL PERIODS, TO DATE CURRENT AS OF (state the date)
54	
55	TOTAL CURRENT AMOUNT ALL PERIODS (AWARDED PLUS OBLIGATED) CURRENT AS OF (state the date)

15.2 Reporting - End User (or UIC) Level: The Contractor shall provide to the Technical POC (designated in the Task Orders), a monthly report on the Contractor provided website, a summary of the Activity's usage, broken down by Task Order and individual rate plan, line and service or device, and the resulting total cost for each month. This report is tied to invoicing and verification of services received. An email notification must be sent to the POC no later than two days prior to submission of the monthly invoice that the report is available on the web for downloading and review for acceptance of services to be certified prior to or in conjunction with invoice approval. Access to these reports will be requested from and subsequently granted to the individual ordering end-user commands/activities. Access shall be limited to those individuals with a need to know (designated on the Task Order or by the Contract Office). The following data access capabilities and reporting elements are required:

15.2.1 The Contractor shall provide, the Navy End-User/Activity/Command's designated Technical Point of Contact, unlimited online (or web) access to reporting data as described above.

15.2.2 Online (or web) access must be granted prior to submission of invoices in order to allow technical review of services performed.

15.2.3 Reporting data must contain one full month of usage data, and be delineated by month and year.

15.2.4 Reporting data must be downloadable from Contractor site in a modifiable Excel or Tab Delimited ASCII formatted file.

15.2.5 End-User/Agency/Command/Activity Usage reports shall include, at a minimum, the following data elements:

a. Detailed usage information that includes, but is not limited to the following:

- (i) List the total amount spend to date
 - specify timeframe (for example: from "this date" to "that date") of spend data
 - include both Task Order and GPAC purchase information
 - include actual number of Task Orders and GPAC purchases
- (ii) List devices customers are buying
 - specify timeframe (for example: from "this date" to "that date") of devices purchased
 - list totals for each device ELIN include model/type info (# of Cell Phones, # of BBs, # of Smartphones, # of Datacards, # of other devices)
 - list number of devices acquired,(quantity and model that are free or with each plan)
 - list number of devices purchased outside the plan offering by device type, include total dollars
- (iii) List number of ELIN plans ordered
 - specify timeframe (for example: from "this date" to "that date") of ELINs ordered
 - list dollars obligated per ELIN
 - list Domestic long distance usage and associated costs (if applicable)
 - list K-byte or data usage and associated costs (if applicable)
- (iv) List Non-Specified ELINs ordered
 - specify timeframe (for example: from "this date" to "that date")
 - list total quantities and dollars obligated on non-specified ELINs (plans & devices)
 - list International long distance and roaming usage and associated costs (if applicable)
- (v) Total amount of overages in minutes and dollars
 - specify timeframe (for example: from "this date" to "that date") for overages
 - list number minutes of overages for voice
 - list dollar amount consumed for overages for voice
- (vi) Provide Trend analysis and optimization recommendations at the End-User/Activity/Command/Agency level
- (vii) Total Orders and Period of Performance Info
 - list obligated amount per Task Order, GPAC purchase
 - list Period of Performance per Task Order, GPAC purchase
 - identify if Option Period included in basic Task Order and the Period of Performance (e.g. from "this date" to "that date")

(viii) Invoice Reviews

list invoices by Task Order number or GPAC number
list Order award/obligated amounts, amounts added or deducted via modification, current order value, amount previously invoiced, current invoice amount and remaining amount (to be invoiced)

g. The aforementioned data elements will be live or refreshed every 24 hours for the Navy's reporting requirements

15.2.6 Task Order Spend/Usage Notification: Contractor shall notify the Ordering Officer immediately (within 1 business day, but in sufficient time to prevent overages), via email or phone call, when at least 60% but not more than 80% of Task Order dollar value (including basic plan, directory assistance, overages, international calling, etc.) has been consumed on an individual order.

15.3. Customer Service - Contract Management Level: The DoN Wireless Program/Contracting Officer/Contract Office requires Contractor Customer Service support as follows:

15.3.1 Contractor shall provide a dedicated Program Manager to work with the Navy Wireless Program/Contracting Office for the successful execution and ongoing management of this contract. The name and contact information (including phone and e-mail address) for the Program Manager as well as alternative POCs that may be used in the event the Program Manager is unavailable

15.3.2 Designated Contractor Program Manager Support includes, but is not limited to, the following:

- a. Serving as direct contact, for Navy Wireless Program/Contract Office and Navy end-users/customers, for problem escalation and resolution
- b. Providing responses to questions or concerns within a 24 hour period
- c. Providing assistance with urgent requests (e.g. broken equipment, coverage issues and/or questions, lost or stolen devices, service interruptions, etc.)
- d. Assisting with normal requests such as service changes or inquires, billing changes or inquiries, cancellations, equipment upgrades, customer transitioning and mobile number changes
- e. Working with contractor sales team to meet reporting and other contract-related requirements

15.3.3 Contractor shall provide authorized signatories available Monday through Friday, 7A.M. to 6P.M West Coast time, for receipt, signature, and return of contract documents.

15.4. Customer Service - End User (or UIC) Level:

15.4.1 Contractor shall provide a dedicated Program Manager to work with Navy end-users/customers (as directed or as needed). The name and contact information (including phone and e-mail address) for the Program Manager, as well as alternative POCs, which may be used in the event the Program Manager is unavailable, should be provided.

15.4.2 Contractor shall provide customer service to Navy end-users in support of pre- and post ordering/sales issues, using dedicated Customer Service Representatives (CSRs), familiar with Navy requirements and the details of this contract and include a point of contact for website assistance.

- a. CSRs shall be responsible for resolution of ordering, service, billing, technical, payment, and warranty issues.
- b. CSRs shall be available via phone, e-mail and/or Live Chat from 7:00am to 6:00 pm Pacific Coast Time, Monday through Friday.

c. Technical support shall be provided 24 hours/7 days a week

15.4.3 Contractor shall provide and maintain a dedicated website, including the Online Customer Help Feature (OCHF) and report data for DoN exclusively. Site should provide information and services to support Navy end-users/customers (including the Contracting Officer, Ordering Officers, and Wireless Managers/CORs and billing representatives). The OCHF shall include, but is not be limited to, the following:

- a. Contact information for Contractor POCs
- b. Self-training in the use of the Contractor website (e.g. explanation of functions and features (reporting tools) available)
- c. Contract User Guide information
- d. Details of any new processes and procedures in support of the contract
- e. User manuals for contract available devices
- f. On-line access to customer service representatives (CSRs) [contact information, web link, etc.] (see 15.4.2 above)
- g. Answers to Frequently Asked Questions (FAQ) from Navy end-users/customers
- h. Posting of tips & techniques and productivity enhancements that are appropriate for the end-user's devices and service
- i. Current on-going list of devices offered, including free devices—identified as such, shown for each plan, e.g. “Free Devices Offered For The 500 Minute Plan are:” or “Free Devices Offered For The Data Card Plan are:” Each NMCI certified device must be CLEARLY identified as such. Also, where applicable, provide pricing for devices by plan that is clearly presented in plain English on the website in such a way that the amount to be charged for each device is EASILY discernible by Government personnel. Initial posting shall be no later than 30 days after contract award. Devices capable of working in South Korea and Japan shall be clearly identified as such.
- j. Information regarding the process for obtaining warranty service for devices and accessories
- k. Current and updated coverage (including updated Attachments J-003 through J-007) International zones as contractor describes them
 - l. Link to Navy website for access to DoN Wireless contracts and a link to the PKI registration page
 - m. Current International information by country for voice, texting, data (phones), data card, mobile to mobile, PTT, tethering, tax percent, international pricing, etc. International pricing (both FROM the US to Non-US and FROM Non-US to Non-US and to US) needs to be clearly presented in plain English, without complex formulas, on the website and in proposals in such a way that the amount to be charged for voice calls, texting, data, data card, mobile to mobile, PTT, tethering, taxes, etc so that the TOTAL per minute rate is EASILY discernible by Government employees ordering international plans. All language making prices conditional or requiring complex formulas shall not appear on the website. All pricing must be clearly presented without conditions, exceptions, or complex formulas on the website and on Task Order proposals. Website offerings and pricing may be revised at the discretion of the contractor as long as ELIN prices are not exceeded and contract requirements and Task Order RFP requirements are met.
 - n. Devices and services in-scope, but only available in ELINs under non-specified services or devices shall be listed and identified separately from ELIN plans and devices. Priced devices offered under plans shall be listed separately from FREE devices. The contractor shall maintain the website with current offerings and update devices and other offered services as technology moves forward and prices move down. The contractor shall ensure throughout the life of the contract that the website is maintained and that nothing on the website exceeds ELIN pricing or is not in accordance with RFP/Contract requirements.
 - o. List of areas of known dead zones or areas not yet serviced, both domestically and internationally. Domestic coverage should be searchable by zip code.
 - p. Website shall provide a separate page for offered devices and services not provided under current ELINs, but which are within the scope of the contract and may be included under the Other plan for non-specified services or devices. Additional service offered (outside of those offered on ELINs), the definition of those services, and any limitations of those other offered services or material/devices shall be listed on a separate page from the listing of the ELINs. Supplemental information seeking to limit or further define (limit) what is and is not covered under the ELINs is not allowed under this contract and may not be shown on the contractor's dedicated DoN website.

- q. Contractor POCs (including email addresses and phone numbers, Attachment J-009)
- r. Data, required elsewhere in this contract, shall be accessed according to the appropriate users.
- s. Search feature for coverage information by zip code.
- t. Website assistance

15.4.4 Contractor shall support on-line review feature, allowing end-users/customers, CORs Ordering Officers and the Contracting Officer to review monthly billing data prior to invoice receipt according to access requirements and limitations. The access shall be listed by Task Order Number. Purchases made via GPAC shall be listed by the GPAC Purchase Number. Billing data available for review shall include all usage data, all charges by line and all lines identified by the friendly name, and all usage by ELIN comparing ordered with used, and all data required by WAWF:

- a. Order number
- b. Command Name
- c. Unit Identification Code (UIC)
- d. Account Number or Billing Account Number (BAN)
- e. Order Award amount
- f. Modifications to order
- g. New order amount
- h. Amount invoiced to date
- i. Amount invoiced on this invoice
- j. Amount remaining from new order amount less all invoiced amounts

15.5. Contingency Communication Capability (CCC) – Emergency Service: Contingency Communication Capability (CCC) is defined by the DoN as the contractor’s ability to respond and provide services during domestic emergency or disaster situations, where communication networks are adversely impacted and/or disruption of wireless service occurs. The following capabilities are required:

15.5.1 Contractor shall have a dedicated Emergency Response Team, with an emergency response process that ensures access to contacts, systems, tools and suppliers to resolve any potential disaster or disruption that occurs.

15.5.2 Contractor’s Emergency Response Team shall have the bandwidth to assist all Navy end-users/customers covered under this contract; and be responsible for minimizing the impact of a disruption for those customers, contractor employees and infrastructure, and business operations. A combination of the below capabilities are required:

- a. Mobile (temporary) cellular sites via emergency response vehicles; and/or
- b. Satellite devices and locations; and
- c. Communicate with Federal, State and Local First Responders; and
- d. Backup phone coverage; and
- e. Equipment/Network Support; and
- f. A dedicated crisis phone number; and
- g. A live support line for assistance 24/7; and
- h. An emergency response process plan available on contractor website

15.5.3 After Action Report shall be provided to the Ordering Officer covering any Contingency Communication action and detailing the emergency, the call to action, the contractor-provided response, and the outcome. A copy of the report shall be sent to the contract Contracting Officer. Initial report shall be submitted within 8 hours of actions, final report shall be within 7 days of resolution of emergency.

15.6. Transition - Change of Contract & Service Provider: The Navy defines a Transition as moving from an existing contract to a new contract without a break in service and moving from existing contractor to a new contractor without a break in service. Contractor's contract guide and transition guide shall be shown on the website.

15.6.1 The transition shall allow customers under existing wireless contracts to transfer services to a new contract—based on award of the new [one year] DoN Wireless Contracts. The Contractor is responsible for ensuring customers are transitioned, with numbers ported, via a seamless process. The Navy's Transition requirements for change of contractors are listed below.

15.6.2 Contractor shall provide support and appropriate technology to enable the transition of customers from existing contracts and Task Orders to the newly awarded DoN Wireless Contract (s), Migration shall be complete by start of next performance period. No termination fee or reactivation fee shall be assessed against any Government user transferring from one contractor to another or from one contract [Task Order] to another. Migration shall begin upon award of Task Order.

15.6.3 Contractors shall provide an End User Task Order report, in an electronic format via email that identifies existing end-users by line, by Task Order, to the Contracting Officer within 48 hours of any order being awarded and to the Ordering Officer 60 days prior to Task Order expiration. The following information for end-users shall be provided:

- a. Contract Number and Task Order/Purchase Order Number
- b. Phone number (if applicable)
- c. Expiration date of Contract/TO/PO
- d. Account number associated with the contract
- e. Ordering Officer and POC contact information (to include but not limited to name, phone number and email address)
- f. List of devices end users have and whether end users can opt to retain existing device

15.6.4 Contractors shall provide a transition guide for DoN end users and Ordering Officers via contractor's website. Guide shall include information about available devices and capabilities, benefits of the new contract; and shall include the ELIN unit prices, and a list of POCs with contact information (phone numbers, email address). The process should ensure that current users do not incur termination or other costs/fees as a result of the transfer/change of contractor. Each new contractor shall work with the predecessor contractor to ensure the transition occurs without a break in service.

15.6.5 The Contractor shall train their own employees on the new Contract requirements and the new processes to facilitate transition. Contractor will assist with the training of Government personnel and Navy customers as requested by and coordinated with the Government.

15.7 Funding. Contractor is advised that it is not authorized to provide service unless and until it has been issued an order or other award document clearly articulating the fact that funds are currently available; or, for orders placed at the beginning of the Fiscal Year (01 October XXXX), subject to availability of funds. Contractor shall provide notices via email or texting to each end user when services are approaching the end of service and there is no follow-on Task Order or contract in place. Notice shall be made within 3 weeks of shut-off. Contractors shall advise the Wireless Program Office for Contracting, FISC San Diego, notification of end-users subject to shut-off in accordance with reporting requirements herein.

16.0 POST AWARD DOCUMENTATION PROVIDED BY CONTRACTOR: Upon award contractors must provide the following reports in accordance with herein and as shown on Attachment J-010:

16.1 All contractor POCs required herein and their contact information shall be maintained current by providing updates to the Contracting Officer; and to Ordering Officers as appropriate. Updates shall be as frequent as necessary to maintain current, accurate contact information within 48 hours of any change.

16.2 Contractors shall keep a list on the DoN-dedicated, contractor-provided website of contractor POCs for customer service and their contact information. The POCs are to be accessed at no charge to the Government. The POC list and contact information shall be maintained current within 48 hours of any change.

16.3 Quality Certification

16.3.1 Contractors shall certify to the contract Contracting Officer once per month, prior to invoice notification being sent to Ordering Officers/CORs, that all information and data, as required herein, has been placed on the DoN-dedicated, contractor-provided website and is accurate and current within 48 hours of any order being placed for data, and within 24 hours of any change in other information (e.g. international prices or locations, devices go out of service, new devices are available, contract guide, etc.)

16.3.2 Certifications shall use the form at Attachment J-011

16.4 Problems, Issues, Resolutions

16.4.1 Report Task Order problems, issues, resolutions to the Contracting Officer on a monthly basis by the 10th of the month.

16.5 Reporting

16.5.1 Data on all orders shall be posted on the DoN-dedicated, contractor-provided website within 48 hours of award of order.

16.5.2 Reports shall include:

- a. Contracting Officer Report (PWS 15.1.4), monthly
- b. After Action Report (PWS 15.5.3), as required
- c. Quality Certification (PWS 16.3)
- d. Problems, Issues, Resolutions (PWS 16.4)

16.6 Data Posting

16.6.1 All reportable data elements required herein shall be posted on the DoN-dedicated, contractor-provided website within 48 hours of an order being placed.

17.0 PERFORMANCE REQUIREMENTS SUMMARY

17.1 Performance Requirements Summary for Quality Assurance and Surveillance Plan (QASP).

Contractor performance objectives are summarized in the following table. Additional performance requirements may be added for individual Task Orders.

PERFORMANCE ELEMENT	PERFORMANCE REQUIREMENT	SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	INCENTIVES/ DISINCENTIVES
		METHOD		
Delivery of devices	Delivery of devices upon issuance of Task Order	Assessment by the Ordering Officer/COR at the Task Order level	90% of the devices are delivered within 48 hours of receipt of order	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Invoices	Content and submission of Invoices are in accordance with contract procedures and are timely and accurate.	Review and acceptance of the invoice by person/s identified in Task Order.	100% of the invoices are timely with 11 out of 12 not needing rework or resubmission or accuracy is 95%.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Task Order Notifications	Notify Ordering Officer by email and phone call that 60% to 80% of dollars obligated on Task Order have been consumed prior to consumption of 80% of the dollars.	Assessment by the Ordering Officer	100% of the time email notifications and phone calls are made to the Ordering Officer prior to consumption of 80% of the dollars obligated on Task Order.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Website--Enterprise level	Fully functioning, with all contract required functions and reporting, within 30 days of contract award. Data maintained current throughout the life of the contract.	Assessment by the Contracting Officer	Meets 100% of the contract requirements for DoN Dedicated Contractor-Provided websites set forth in the PWS for the Enterprise level	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.

<p>Website--Ordering Office/Customer Level</p>	<p>Fully functioning, with all contract required functions and reporting, within 30 days of contract award. Data maintained current throughout the life of the contract.</p>	<p>Assessment by the Ordering Officer/COR at the Task Order level</p>	<p>Meets 100% of the contract requirements for DoN Dedicated Contractor-Provided websites set forth in the PWS for the Ordering Office/Customer level</p>	<p>Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.</p>
<p>Invoice Notifications</p>	<p>Notify COR or POC as stated in Task Orders, when Task Order invoice is available on website for downloading and review</p>	<p>Assessment by the Task Order POC for Invoice Reviews</p>	<p>100% of the time notifications are made one to two days prior to submittal of invoice to WAWF or DFAS or credit card holder, as appropriate.</p>	<p>Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.</p>
<p>Voice/texts Coverage Domestic (voice devices, BlackBerry, Smart Phones, PTT)</p>	<p>Voice/texts Coverage, reception and transmission for locations within the 50 United States</p>	<p>Assessment by the Ordering Officer/COR with input from end users</p>	<p>At least 90% of devices have "good" coverage as defined herein.</p>	<p>Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.</p>
<p>Data Coverage, reception and transmission within the 50 United States (BlackBerrys-- other than emails, Smart Phones, Data Cards, Tethering)</p>	<p>Data Coverage, reception and transmission within the 50 United States</p>	<p>Assessment by the Ordering Officer/COR with input from end users</p>	<p>At least 90% of devices have "good" coverage as defined herein.</p>	<p>Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.</p>

Email Coverage with the 50 United States (BlackBerrys)	Email Coverage, reception and transmission within the 50 United States	Assessment by the Ordering Officer/COR with input from end users	At least 90% of devices have "good" coverage as defined herein.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Voice Coverage International	Voice Coverage, reception and transmission outside the 50 United States	Assessment by the Ordering Officer/COR with input from end users	At least 90% of devices have "good" coverage as defined herein.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Email Coverage International (BlackBerrys)	Email Coverage, reception and transmission outside the 50 United States	Assessment by the Ordering Officer/COR with input from end users	At least 90% of devices have "good" coverage as defined herein.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Data Coverage International (Data Cards, BBs (other than email), Smart Phones, and Tethering)	Data coverage, reception and transmission outside the 50 United States	Assessment by the Ordering Officer/COR with input from end users	At least 90% of devices have "good" coverage as defined herein.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Options, and or best value for future Contract and Task Order awards.
Reporting	Reporting is performed in accordance with contract requirements and are timely and accurate, Contractor submits Contractor Certification monthly prior to invoice notifications being made.	Assessment of Task Order Reports by Ordering Officer, assessment of Enterprise level reports by the Contract Contracting Officer	100% of the Contractor Certifications are submitted to Contracting Officer prior to invoice notifications being sent.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Option, and or Acceptability or best value for future Task Order awards.

<p>Transitions</p>	<p>Transitions from one contractor to another are accomplished in accordance with the Task Order transition plan</p>	<p>Assessment of transition from one contractor to another by Ordering Officer or COR</p>	<p>Contractor performs transitions in accordance with Task Order Transition Plan</p>	<p>Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Option, and or Acceptability or best value for future Task Order awards.</p>
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N00244G108

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (OCT 1995) (FISC SAN DIEGO)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data,
 - b. Freedom of Information inquiries,
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
 - d. Arranging the post award conference (see FAR 42.503).

(TO BE FILLED IN UPON CONTRACT AWARD**)**

Contracting Officer
 FISCSD, Regional Contracts Dept., Code 200A
 937 N. Harbor Drive, Ste. 720
 San Diego, CA 92132-0200

(TO BE FILLED IN UPON CONTRACT AWARD**)**

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

(TO BE FILLED IN UPON CONTRACT AWARD**)**

Contracting Officer
 FISCSD, Regional Contracts Dept., Code 200A
 937 N. Harbor Drive, Ste. 720
 San Diego, CA 92132-0200

(TO BE FILLED IN UPON CONTRACT AWARD**)**

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

(TO BE FILLED IN UPON CONTRACT AWARD**)**

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

(SHALL BE SPECIFIED AT THE TASK ORDER LEVEL**)**

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

(SHALL BE SPECIFIED AT THE TASK ORDER LEVEL**)**

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work for delivery/task orders;
- c. The statement of work for Task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the designated Ordering Officer with appropriate funds for issuance of the Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the task order, the Contractor shall promptly notify the Ordering Officer in writing. No action shall be taken by the contractor under such direction until the Ordering Officer has issued a modification to the task order, or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

(SHALL BE SPECIFIED AT THE TASK ORDER LEVEL**)**

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

(SHALL BE SPECIFIED AT THE TASK ORDER LEVEL**)**

CLAUSES INCORPORATED BY FULL TEXT

N00244G114 DESIGNATION OF ORDERING ACTIVITY (AUG 1992) (FISC SAN DIEGO)

The following Naval activity is hereby authorized to place delivery orders:

U.S. Navy and U.S. Marine Corps ordering activities

The ordering office is responsible for issuing and administering any orders placed hereunder. Ordering officers have no authority to modify any provisions of the basic contract. Any deviations from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Terminations of task orders for convenience or for default shall be issued only by the PCO.

CLAUSES INCORPORATED BY FULL TEXT

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Contracting Officer (Code 200)
Regional Contracts Department
Fleet Industrial Supply Center
937 North Harbor Drive, Suite 212
San Deigo, CA 92132-0212

(end of clause)

CAP-FFP IDTC

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE, INDEFINITE DELIVERY, CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Ordering Officer is responsible for:
 - a. Requesting, obtaining and evaluating proposals for orders to be issued.
 - b. Select the most advantageous offer to the Government for individual Task Orders in accordance with contract provisions. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
 - c. Obligating the funds by issuance of the delivery order/task order.
 - d. Authorizing the contractor to begin performance.
 - e. Providing subcontract approval.
 - f. Monitoring direct costs on orders issued.

NOTE: The PCO and the Ordering Officer may be the same individual, but in no case shall the COR perform the duties of the Ordering Officer.

5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract or order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond

enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) Upon completion of all services under the contract, the COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications/Orders Under Indefinite Delivery Contracts.

(1) The COR is responsible (if necessary) for developing the statement of work for tasking orders, change orders, or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) The COR shall provide available and relevant Past Performance information with each request for new Task Orders. The COR shall review and evaluate the contractor's proposal and furnish comments and recommendations

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where delivery orders are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

7. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract/delivery order in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Evaluate the contractor's proposals for specific delivery orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.

f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

h. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

j. The COR cannot modify the contract and/or task order that reduces or increases the amount of funds obligated. Accordingly, the Contractor must contact the relevant contracting officer before effecting any changes that cause it to incur additional costs, or it acts at its own risk.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 03-JUL-2012 TO 02-JUL-2013	N/A	SEE INDIVIDUAL DELIVERY/TASK ORDERS AS SPECIFIED FOB: Destination	IAWDOS
0002	POP 03-JUL-2013 TO 02-JUL-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	IAWDOS

0003	POP 03-JUL-2014 TO 02-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	IAWDOS
0004	POP 03-JUL-2015 TO 02-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	IAWDOS
0005	POP 03-JUL-2017 TO 02-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	IAWDOS

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-7	Information Regarding Responsibility Matters	JAN 2011
52.209-8	Updates of Information Regarding Responsibility Matters	APR 2010
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	FEB 2010
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	MAR 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

ADDENDUM TO 52.212-1

INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2000) - INSTRUCTIONS FOR SUBMISSION OF OFFERORS (*Section L*)

1.0 **General Instructions:** The anticipated contract awards under this solicitation will be made using the Federal Acquisition Regulations (FAR) Part 12, Acquisition of Commercial Items, with the policies and procedures for solicitation and evaluation. The resulting contract awards will each be an Indefinite Delivery Indefinite Quantity (IDIQ) contract, with Fixed Price Task Orders. Contracts will be awarded via an unrestricted competition. In accordance with FAR Part 15, Source Selection for this Multiple Award Contracts (MAC) acquisition will be based on Technically Acceptable evaluation criteria with awards to offerors with technically acceptable proposals, acceptable past-performance, and low price (LPTA). The Government intends to award two or more contracts for a Program ceiling amount of \$750,000,000 for all contracts for all years. This acquisition consists of a base year period and four (4) twelve (12) month option periods (and potentially a 6 month extension in accordance with FAR 52.217-8). The Program ceiling amount of \$750,000,000 is divided evenly among the CLINs for 5 performance periods for planning purposes only, the total unobligated ceiling will be available for each period until the total Program ceiling amount has been obligated.

1.1 All offers must fully comply with these instructions and address all solicitation requirements to be eligible for award. As such, offers that take exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award. For purposes of this procurement, multiple offers will not be considered.

1.2 The Government intends to award all contracts under this MAC procurement without discussions. Notwithstanding this intent, the Government reserves the right to establish a competitive range, conduct discussions with Offerors, and request revised proposals, as necessary. The Government also reserves the right to reduce the number of offers considered for award on the basis of efficiency pursuant to FAR 15.306(c).

1.3 Each Offeror's proposal is presumed to represent the Offeror's best efforts to comply with the solicitation requirements and provide the best price. Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible.

1.4 The proposal should be complete as submitted, and not include references to data or information previously submitted. Data previously submitted to the Navy, if any, will not be incorporated "by reference" into the offer and will not be considered in the evaluation of the proposal.

1.5 The proposal must convey evidence of understanding of the RFP and Performance Work Statement (PWS) and their interrelationships. It must demonstrate the Offeror's familiarity with the detailed aspects of the requirements, and clearly show that the Offeror correctly interpreted all of the requirements. Offerors are cautioned against restating the PWS in their proposal, particularly with regards to Corporate Management and Technical Capability Factors ; and must state how all RFP and PWS requirements (Minimum Requirements) will be met. Statements such as "the Offeror understands", and "the Offeror shall/can comply", along with responses that paraphrase the RFP, are inadequate. The use of phrases such as "standard practices" (with a specific Government reference or industry reference) does not reflect the Offeror's understanding of requirements and will likely result in an "Unacceptable" evaluation rating. Submitting the Offeror's own terms and conditions is not acceptable and will result in a non-responsive proposal.

1.6 At the Government's discretion, the Offeror's proposal may be incorporated into the final contract, either in whole or in part.

1.7 Questions regarding any aspect of this procurement must be submitted in writing via email only, and addressed to: cellmac@navy.mil. Other methods of submitting questions are not authorized and will not be acknowledged, i.e. phone calls will not be accepted. The subject line of all email correspondence must state: RFP N00244-11-R-0008, questions must also include the word RFP QUESTIONS in the subject line. The Government will make every attempt to answer all questions in a timely manner; however, questions submitted within 7 days of the closing date may not allow for ample time to respond and offerors cannot be guaranteed a response will be issued. Offerors should anticipate that questions and responses will be posted for viewing by all other potential offerors.

1.8 There are page limitations for each proposal volume. Only pages within the limit will be evaluated. Pages beyond the limited number will be discarded and not evaluated. Failure to meet the page limitation may render the proposal non-responsive and preclude further consideration for award.

1.9 It is the offeror's responsibility to ensure all electronic media are readable by the Government.

2.0 Proposal Format and Content:

2.1 All offers must be submitted in four (4) separately bound volumes, consisting of three-ring, loose-leaf binders, as follows:

Volume I – Offer, FAR 52.212-3, and other Representations and Certifications specified herein.

Volume II – Pricing

Volume III –Corporate Management and Technical Capability

Volume IV – Past Performance

CDs shall be affixed to the binders in a fashion to allow easy removal and prevent damage or loss from movement of the CD.

Volume Name	Number of Copies	Page Limit
Volume I – Offer and FAR 52.212-3	1 – 1 Hard copy original; 2 Electronic CDs; 2 – Hard copies	25 pages
Volume II – Pricing	1 – 1 Hard copy original; 2 Electronic CDs; 2 – Hard copies	25 pages plus ELINs (62 pages)
Volume III –Corporate Management and Technical Capability	1 – 1 Hard copy original; 2 Electronic CDs; 6 – Hard copies	25 pages
Volume IV – Past Performance	1 – 1 Hard copy original; 2 Electronic CDs; 6 – Hard copies	20 pages

Hard copies must be addressed to:

FISC San Diego Code 200A

Attention: Tess Heidrich, Building 1, 7th Floor, Office 753

RFP: N00244-11-R-0008, Contractor Name: _____ Box ___ of ___

937 North Harbor Drive

San Diego, CA 92132-0060

2.1.1 Electronic copies are to be on CDs submitted with proposal documents. Soft copies shall be sent via email only, to cellmac@navy.mil. Soft copies must be completely identical to the hard copies. Each soft copy email shall be no larger than 5 mg (files over 3mg are at risk, and are the offeror's responsibility if corrupted). **LABELING of emails:** Soft copy emails shall state in the subject line: proposal number, offeror name, proposal volume name and number; and if more than one email per volume, add # of # (e.g. 1 of 3). **LABELING of paper submittals:** All electronic copies shall be labeled with proposal number, offeror name, proposal title, volume number; and if more than one disc per volume, add # of # (e.g. 1 of 3). Each binder shall number the contents in accordance with the Table of Contents (TOC) and be numbered # of #-except for the Title pages and TOCs and separation pages. Each TOC shall include page numbers of the sections. Each section shall be separated by hard pages with clearly legible tabs (separation pages). Separation pages do not count in the total number of pages. TOCs, Title pages and separation pages do not count toward the total number of pages. However, the 62 pages of ELIN tables (in landscape orientation), and attachments filled out and completed do count toward the page limitation. All offers must be received in the FISC San Diego Contracting Office on the 7th floor by time specified on block 8 of this 1449, including all hard copies and soft copy submissions. The closing time and date applies to all hard copy and soft copy submissions, as well as to all parts of the proposal submitted for consideration for award.

2.1.2 Except as provided below, offers must use 8.5 by 11 inch paper, printed on one side only. The Government prefers one-inch margins on all sides and single-spaced, 12 point Times New Roman font with normal spacing, fold out pages up to size 17 x 11 inches only for diagrams, charts, or graphic material, with the type size(s) of such material left to offeror's discretion and pages of each volume numbered consecutively.

(a) Each volume must include the following information:

i. Title Page – The Title Page shall include

Devices

(A) Title – N00244-11-R-0008 DoN Wireless and Cellular Services and

(B) Volume Name (e.g. Pricing, Technical, Past Performance, etc.)

(C) Volume Number

(D) Name and address of the offeror, point-of-contact (POC), title, telephone number, fax number, email address

(E) Taxpayer Identification Number (TIN), Data Universal Numbering System (DUNS), Commercial and Government Entity (CAGE) code.

(F) List of persons, with their titles and contact information, who are authorized to legally sign a contract and bind the offeror.

ii Table of Contents – The TOCs shall provide enough detail to locate all important elements of the proposal. Use of tabs and dividers is mandatory. Tabs and separation pages (divider pages) do not count toward page count. See paragraph 2.1.1

(b) Data submitted to the Government in support of the offeror's price proposal shall follow the above format. All submissions are subject to the posted submission requirements including the posted closing date and time.

3.0 Specific Volume Instructions

3.1 **Volume I** – Offer 1 – [1 Hard copy original; 2 Electronic CDs; and one 2 copies, 2 – Hard copies]. The Maximum is 25 pages excluding Title page, TOC, signed amendments, and separation pages.

3.1.1 Complete and submit the following documents, constituting Volume I:

(a) Standard Form 1449, "Solicitation, Offer and Award" with blocks 17a, 30a, 30b, and 30c completed with **original** signatures

(b) FAR Clause 52.212.3 – Offeror Representations and Certifications-Commercial Items (AUG 2009) including additional RFP Certification requirements set forth herein.

(c) Acknowledgement of any/all RFP amendments, by signature and title on each applicable Standard Form 30.

(d) Limited to 25 pages excluding signed amendments/SF 30s, Title page, TOC and separation pages.

3.1.2 Volume I shall be formatted as follows:

a) Title page

b) Table of Contents

c) Signed Amendments

d) Original 1449 (two pages) [One ORIGINAL and two Duplicate Original, each clearly marked as Original or Duplicate Original]

e) All Representations and Certifications

f) Subjects by tab

**Separation pages may be inserted prior to each section.

3.2 **Volume II – Factor I Pricing Proposal** – [1 Hard copy original; 2 Electronic CDs; and 2 Hard copies]. The Maximum is 25 pages excluding Title page, TOC, separation pages and ELIN spreadsheets.

3.2.1 This Volume shall include a copy of the signed Standard Form 1449 (two pages); completed CLIN pricing and completed Attachments J-001 and J001.1--ELINs. The total of the extended amounts shown on the ELIN spreadsheets represents the proposal's total offer amount for evaluation for both the base period and the option periods.

3.2.2 Each offeror's price proposal shall include completed ELIN Schedules as provided in the RFP. The ELIN schedules (Attachments J-001 and J001.1) SHALL be submitted in the hard-copy format (ELINs) as provided in the RFP, and the required electronic copies shall be in an editable Microsoft EXCEL format. Offerors are to provide a proposal for all ELIN items. If it is necessary for the offeror not to submit an offer for an ELIN item, leave the space blank for that item rather than entering text (such as "N/A") because the text interferes with spreadsheet calculations. Calculations shall be made to two decimals ONLY.

3.2.3 The Price Proposal shall include a summary sheet showing the amount for CLIN 0001, CLIN 0002, CLIN 0003, CLIN 0004, CLIN 0005 and a Total amount in the following format:

SUMMARY SHEET

Solicitation Number

OFFEROR's name

CLIN 0001 \$ _____

CLIN 0002 \$ _____

CLIN 0003 \$ _____

CLIN 0004 \$ _____

CLIN 0005 \$ _____

TOTAL \$ _____

Date: _____

Signed by: _____ [ORIGINAL and Four Duplicate Original, each clearly marked as Original or Duplicate Original]

Name:

Official Title:

E-Mail Address

Phone Number

****FOR ANY DISCREPANCIES IN TOTALS AMONG THE ELINS, CLINS, AND SUMMARY SHEET-- THE GOVERNMENT WILL CONSIDER THE UNIT PRICES AS HAVING PRECEDENCE**

3.2.4 A proposal that leaves a blank or zeros for any ELIN unit prices, will not be considered for award for that item throughout the life of the contract, unless the proposal clearly states that that ELIN item is not separately priced (NSP), and may be ordered at \$0.00 price.

***Offerors are cautioned that the Program Ceiling NTE award amount does NOT obligate the Government to order the NTE amount or any amount over the Minimum Guarantee. Offerors are further cautioned that they should

provide the best price for the ELIN unit prices as ***there will be task orders awarded based on calculations of the unit prices alone.***

3.2.5 Proposal shall include a written statement that the proffered prices, including consideration of any discount or rebate arrangement, do not exceed prices charged on any other Federal Government or DoD contract, or charged to any other entity of similar size for like or similar items ordered under this contract.

3.2.6 Prices proposed will be evaluated for balance and realism in accordance with Evaluation Factors for Award (Specified in FAR 52.212-2 with Addendum). Option prices will be evaluated at time of award. Price realism pertains to the proposal's price when compared with the marketplace, and it demonstrates that offerors understand the nature and scope of work to be performed. Alternate pricing schemes will not be considered.

3.2.7 The proposed ELIN unit prices only (Attachments J-001 and J001.1) will become part of the contract at time of award. Consistent with fair opportunity clauses set forth herein, the Government may use ELIN unit prices set forth in awardee contracts to establish each awardee's price for the particular task order requirement or Performance Work Statement for purposes of price competition. The Government **may award a task order based solely on the lowest price as determined by this method** of price competition, without further communication with contractors.

3.2.8 Failure to adequately address any of the required proposal elements will result in a determination of "Unresponsiveness" and preclude further consideration for award.

3.2.9 Volume II Order shall be formatted as follows:

- a) Title page
- b) Table of Contents
- c) Copy of 1449
- d) Summary Page
- e) CLINs
- f) ELINs

3.3 Volume **III** –Corporate Management and Technical Capability – **THERE SHALL BE NO COST OR PRICING INFORMATION INCLUDED IN ANY PART OF VOLUME III.** [1 Hard copy original; 2 Electronic CDs; 6 – Hard copies]. The Maximum is 25 pages excluding Title page, TOC, completed Attachments required as submittal documents, and separation pages.

3.3.1 The offeror's approach(s) to Volume III should be organized in a manner to permit evaluation of each of the factors and sub-factors and with respect to their relative importance specified in this solicitation Evaluation Factors for Award (Specified in FAR 52.212-2 with Addendum). Offerors must demonstrate the ability to meet all of the requirements set forth in the solicitation. Corporate Management has 6 sub-factors (1-Reporting at the Contract Level; 2- Reporting at the UIC Level; 3- Customer Service at the Contract Level; 4- Customer Service at the UIC Level; 5- Contingency Communication Capability; 6- Transition Plan—Change of Contract and Service Provider); and Technical Capability has two sub-factors, (1-Coverage; and 2-Devices). Each factor and sub-factor shall be separated, tabbed and clearly identified. Provide electronic data base demonstrating on-line reporting capability; and demonstrating on-line customer service (plans, devices, device capability, coverage maps, international information, etc) as specified in PWS section 15. Describe how source information will feed into data elements to achieve live reporting.

3.3.2 **Factor I Corporate Management**--Proposal must demonstrate the offeror's ability to meet reporting, customer service, transitioning and CCC requirements as described in the RFP. Corporate Management consists of six (6) sub-factors:

(a) Reporting at the Contract (Enterprise) Level – Provide electronic data base demonstrating on-line reporting capability Actual or sample Corporate-level reports as required by the RFP, shall be provided.

(b) Reporting at the UIC (End-User) Level –Actual or sample UIC-level reports as required by the RFP, shall be provided.

(c) Customer Service at the Contract (Enterprise) Level – Explain how offeror meets RFP requirements and provide actual or proposed Corporate Policy and procedures regarding Customer Service (Contract Level).

(d) Customer Service at the UIC (End-User) Level – Explain how offeror meets RFP requirements and provide actual or proposed Corporate Policy and procedures regarding Customer Service (Contract Level).

(e) Contingency Communication Capability – Include actual emergency and disaster situations where communication networks were adversely impacted and/or disruption of wireless services occurred. Address actions taken by the offeror to ensure first responder and customer communication services are restored (include time-frames). Please include your plans, policies, and procedures in place for such situations.

(f) Transition Plan – (Change of Contract and Service Provider) – Provide specific detailed plan to demonstrate offeror’s experience and ability to ensure customers are transitioned, with functioning new devices delivered and numbers ported, via a seamless process in accordance within the time-frames and requirements of the RFP. Demonstrate how the Offeror’s web site will be used to support or facilitate the transition of accounts from existing contracts/task orders to new task orders, new contracts and new contractors.

3.3.3 Factor **II Technical Capability** Proposals must demonstrate the company’s ability to meet the requirements set forth in the solicitation. There are 2 sub-factors, Coverage and Devices--each factor has more than one requirement. Each factor and sub-factor shall be separated, tabbed and clearly identified.

(a) Coverage: Proposals shall provide a narrative demonstrating the offeror’s ability to provide coverage in each of the 50 United States, in the major cities shown in attachment J-005, Navy Installations shown in Attachment J-003, and Marine Corps Installations shown in Attachment J-004. The narrative must demonstrate ability to provide international coverage for Zones 1 and 2 (shown in attachments J-006 and J007) and how it plans to expand its international coverage. The narrative must specifically address those areas where they provide little or no coverage, and how the offeror plans to improve coverage in those areas working toward meeting coverage for all the areas in attachments J-002 through J-007. This narrative will be provided to our customers (post-award) via our secure website. Offerors shall fill out Attachments J-002 through J-007 indicating areas of coverage with Xs and submit them as part of their technical proposal.

i. Proposals shall identify those countries without an added fee for voice, text, and data outside of the 50 United States and Washington D.C.

(b) Devices: Proposals shall demonstrate how the offeror will provide devices that meet the technical requirements of the RFP and shall demonstrate their approach to repair, replacement, or upgrade of equipment and any maintenance terms for the use of the proposed equipment.

3.3.4 Failure to adequately address any of the required technical elements will result in a determination of “Unacceptable” and preclude further consideration for award.

3.3.5 Volume III, Factor I Corporate Management and Factor II Technical Capability, shall be formatted as follows:

- a) Title page
- b) Table of Contents
- c) Factor I, Corporate Management
 - i. Reporting at the Contract Level
 - ii. Reporting at the UIC Level
 - iii. Customer Service at the Contract Level
 - iv. Customer Service at the UIC Level
 - v. Contingency Communication Capability
 - vi. Transition Plan
- d) Factor II, Coverage and Devices
 - i. Coverage
 - ii. Devices

3.4 **Volume IV** – Factor III, Past Performance (1 Original Hard Copy; 2 Electronic CDs; 6 Hard Copies) The Maximum is 20 pages excluding Title page, TOC, separation pages, and emailed surveys received from references.

3.4.1 Past performance information is one indicator of an Offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in performance will be considered.

3.4.2 The Offeror may be given an opportunity to clarify certain aspects of its proposal, (e.g. relevance of the Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

3.4.3 Offerors that have no record of relevant past performance information will be considered neither favorably nor unfavorably for the Past Performance factor only.

3.4.4 The basis of evaluation will include the quality of Past Performance of the Offeror on contracts of similar size and scope for which surveys have been submitted, and on other sources of past performance information available to the Government. Evaluation of past performance will often be subjective. The evaluation of past performance will include the offeror's history of reasonable and cooperative behavior; commitment to customer satisfaction; record of conforming to specifications; and experience regarding Corporate Management and Technical Capability

3.4.5 The Government's verification of past performance information will include information supplied separately by previous customers and other pertinent information (Past Performance Information Retrieval System [PPIRS]).

3.4.6 Offerors shall contact their past performance references and request that each reference complete a "Offeror Past Performance Survey" in the format shown in Attachment J-008, and ensure references include information on similar contracts: include date of contract; how the contract is similar to this procurement including quantities, pricing, etc. As indicated herein, an offeror that submits past performance that is not recent, or relevant, as defined herein may not represent an advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors.

(a) Offerors shall provide a detailed list of recent, relevant contracts having similar size and scope. To be current, the contract (or subcontract) must currently be in use or must have been completed within the last three years. To be relevant the contract (or subcontract) must be for services of a similar type, size and scope as covered under this procurement. The detailed list shall address Contract number, POC and Contact information, Contract amount and contract value (amount ordered against the contract), date of award and any options exercised, description of challenges and how the challenges were overcome. Offerors must address relevance for each contract submitted for consideration for Past Performance. This information should be provided in a table format and easily understood.

(b) Offerors shall submit a minimum of 3 and a maximum of 5 completed survey(s) via email directly from the company providing the survey. Surveys submitted from the offeror's customers should be sent directly from the customer to the Government via email. Surveys sent via email shall be addressed to cellmac@navy.mil and show the RFP Number, Offeror's name, and the word "SURVEY" in the Subject Line of the email. Within the body and at the top of the email message, the customer should include the name and address of the company for which the survey was done, or paste the content of the Attachment Survey into the body of the email. Offerors may include past performance references with the proposal submission, however, it is the responsibility of the offeror to ensure their proposal includes sufficient past performance information. Past Performance reference submissions received after the proposal due date and time may not be considered.

i. The Government will contact the references provided on the surveys as one means of verifying the past performance information submitted and it is the offeror's responsibility to provide accurate contact information and to ensure the Government may reach the references during working hours Pacific Coast Time. Evaluation of past performance is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror to

successfully meet the requirements of the RFP. The assessment will be used as a measure of performance risk for this contract award.

(c) Past performance information should address concurrent and previous U.S. Government contracts of similar scope and volume. If no concurrent or previous U.S. Government contract experience, then provide concurrent and previous non-U.S. Government contracts of similar scope and volume. Identify awards received for performance, customer service, innovation etc.; Past Performance information should address the following: reports; customer service; contingency communication capability; transition planning; coverage; devices. Past Performance experience should also include timely delivery of equipment; timely activations and porting; timely technology refresh; timely repair and replacement; continuous upgrade of equipment (infrastructure and devices) and Customer Satisfaction with service and pricing.

3.4.7 Volume IV Past Performance shall be formatted as follows:

- (a) Title page
- (b) Table of Contents
- (c) Table of Contracts/Experience
- (d) Completed Surveys (those that are not submitted from customers via email only)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: See ADDENDUM to 52.212-2.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

ADDENDUM TO 52.212-2**EVALUATION--COMMERCIAL ITEMS (JAN 1999) (Section M)
EVALUATION FACTORS FOR AWARD****1.0 Basis for Award**

1.1 The Government intends to award two or more Indefinite Delivery-Indefinite Quantity (IDIQ) contracts resulting from this solicitation to those responsible offerors whose offers conform to the solicitation and are the most advantageous to the Government, price and other factors considered. The number of IDIQ contracts to be awarded will be within the sole discretion of the Contracting Officer consistent with these evaluation factors.

1.1.2 Selection will be made to two or more offerors whose proposal represents a Technically Acceptable proposal and Lowest Evaluated Price (LPTA) based on the proposed unit prices for the ELINS and the quantities provided by the Government for evaluation purposes. Technically Acceptable source selection procedures will be followed for the Corporate Management, Technical Capability and Past Performance. Subfactors will be evaluated separately. In order to be considered awardable, proposals must receive an "Acceptable" rating in every non-price factor and in every subfactor. Non-price factors are Corporate Management, Technical Capability, and Past Performance. Proposals rated "Acceptable" for the non-price factors are then considered for the price evaluation. Price evaluations will be conducted as set forth in FAR Subpart 15.3. Proposals that are rated "Acceptable" will be ranked according to price with awards going to two or more RESPONSIBLE OFFERORS OFFERING THE LOWEST PRICED PROPOSALS at the sole discretion of the Contracting Officer. The Government intends to make multiple awards; therefore, the Government will make awards to other than only the lowest-priced technically acceptable Offeror. However, failure to provide an offer rated Acceptable for non-price factors will result in no further consideration for award; price will not, in that instance, be a factor.

1.1.3 To be eligible for award, all offers must fully comply with the instructions included in FAR 52.212-1 and ADDENDUM to FAR 52.212-1 specified herein, Instructions, Conditions, and Notices for Submission of Offers, and addresses all solicitation requirements. As such, offers that take exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are not authorized and will be rejected.

1.1.4 The Government intends to award this contract without discussions. Notwithstanding this intent, the Government reserves the right to establish a competitive range, conduct discussions with Offerors, and request revised proposals, as necessary. The Government also reserves the right to reduce the number of offers considered for award on the basis of efficiency pursuant to FAR 15.306(c).

1.2.1. "Acceptable," "Unacceptable" Evaluation

(a) Proposals not meeting the RFP and PWS requirements, hereinafter, 'the minimum requirements' for all of the non-price factors (Corporate Management, Technical Capability, and Past Performance) will not be considered for the price evaluation.

1.2.2 **Price Evaluation**--Proposals rated "Acceptable" for all non-price factors will be evaluated for price.

1.2.3. The Government intends to award contracts on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms. If discussions are not held, proposals not rated as "Acceptable" for all non-price factors will not be evaluated for price and will not be considered for award. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award. If discussions are held, any revised proposals not rated "Acceptable" will not be considered for award. Technically acceptable proposals with unbalanced or unreasonable pricing will not be considered for award. If discussions are not held, those proposals that are technically acceptable but whose pricing is not balanced or not reasonable will not be considered for award.

2.0 Factor I, Corporate Management

2.1 Sub-factors are: 1-Reporting at the Contract (Enterprise) Level; 2- Reporting at the UIC Level; 3- Customer Service at the Contract (Enterprise) Level; 4- Customer Service at the UIC level ; 5- Contingency Communication Capability; 6- Transition Plan). Proposals must meet requirements of at least 4 out 6 sub-factors in order for Factor 1 to be considered “Acceptable” and therefore be eligible for further consideration.

2.1.1 Sub-Factor 1 Reporting at the Contract Level

a. Ability to provide detailed data, usage and planning information in a user-friendly, easily read, format in accordance with requirements set forth in the RFP.

b. Ability to provide web access to Contract Level reports in a down-loadable, modifiable, excel or ASCII format in accordance with requirements set forth in the RFP

2.1.2 Sub-Factor 2 Reporting at the UIC (End-User) Level

a. Ability to provide detailed data, usage and planning information in a user-friendly, easily read, format in accordance with requirements set forth in the RFP.

b. Ability to provide web access to UIC (End-User) for usage and planning information in a down-loadable, modifiable, excel or ASCII format in accordance with requirements set forth in the RFP

2.1.3 Sub-Factor 3 Customer Service at the Contract (Enterprise) Level

a. Ability to provide a dedicated Program Manager in accordance with requirements set forth in the RFP

b. Ability to provide Program Manager Support in accordance with requirements set forth in the RFP

c. Ability to provide customer service to Navy Contract Level personnel in accordance with requirements set forth in the RFP.

2.1.4 Sub-Factor 4 Customer Service at the UIC (End-User) Level

a. Ability to provide a dedicated Program Manager in accordance with requirements set forth in the RFP

b. Ability to provide Program Manager Support in accordance with requirements set forth in the RFP

c. Ability to provide an Online Customer Help Feature (OCHF), via offeror created/managed web site in accordance with requirements set forth in the RFP.

2.1.5 Sub-Factor 5 Contingency Communication Capabilities

a. Ability to respond and provide services during emergency and disaster situations where communication networks are adversely impacted, and/or disruption of wireless service occurs, in accordance with requirements set forth in the RFP.

2.1.6 Sub-Factor 6 Transition Plan (Change of Contract and Service Provider)

a. Ability to transition customers from and to a change of contract, service plans, and/or service contractors in a seamless manner, within the time-frames, and in accordance with, the requirements set forth in the RFP.

3.0 Factor II, Technical Capability

3.1 Sub factors are: (1) Coverage and (2) Devices. Proposals must meet requirements of both sub-factors in order for Factor 2 to be considered “Acceptable” and therefore be eligible for further consideration.

3.1.2 Sub-Factor 1, Coverage

(a) To meet the RFP requirements of the Coverage sub-factor, proposals must clearly demonstrate coverage in all 50 United States and must clearly demonstrate their coverage for each of the other areas [i.e. Navy Installations, Marine Corps Installations, Major Metropolitan areas, and International Zones 1 and 2] including completed Attachments J-001 and J-001.1.

3.1.3 Sub-Factor 2, Devices

(a) To meet the requirements of the Devices sub-factor, proposals must clearly demonstrate that their offered devices meet the technical requirements of the RFP.

3.2 EVALUATION Factor II -- The following ratings will be used for evaluating past Corporate Management and Technical Capabilities Proposals not receiving an ACCEPTABLE rating will not be considered for the price evaluation.

3.2.1 **ACCEPTABLE:** Sub-factors will be rated "Acceptable" if the proposal clearly meets the minimum requirements.

3.3.2 **UNACCEPTABLE:** Sub-factors will be rated "Unacceptable" if the proposal does not clearly meet the minimum requirements.

4.0 Factor III, Past Performance

4.1 This factor will be evaluated by analyzing the past performance/experience table, surveys submitted, and other relevant information and making a positive determination that the offeror has demonstrated that they have the experience and ability necessary to successfully fulfill the requirements of this RFP. The evaluation of past performance will include the offeror's history of reasonable and cooperative behavior; commitment to customer satisfaction; record of conforming to specifications; and experience regarding Corporate Management and Technical Capability factors. The Government may use information obtained from sources other than the offerors' proposals in determining acceptability for past performance. Reports, Customer Service, Contingency Communication Capability, Transition planning, Coverage, Devices, timely delivery and Customer Satisfaction with service and pricing are elements evaluated in this factor.

4.2 Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance are considered. In order to substantiate the offeror's proposed areas of coverage and devices, the offeror shall describe its past performance in providing high quality cellular phone services to DoN, other Government Agencies, and/or large-volume private industry customers. The offeror should provide past performance information for a minimum of three (3), maximum of five (5), of its most current relevant contracts. To be current, the contract (or subcontract) must currently be in use or must have been completed within the last three years. The offeror shall demonstrate its experience in performing the requirements of the Performance Work Statement. Past performance shall reflect similarity of services provided, i.e. similar scope, procedures, geographic dispersion, magnitude and complexity to the requirements as described in this solicitation. Accordingly, relevance, becomes a key factor in evaluating past performance. The Government reserves the right to obtain past performance information from any and all sources including sources outside of the Government. Evaluation of past performance will not be limited to only the information provided by the offeror.

4.3 EVALUATION Factor III -- The following ratings will be used for evaluating past performance information. Proposals not receiving an ACCEPTABLE rating will not be considered for the price evaluation.

4.3.1 **ACCEPTABLE:** Past Performance factor will be rated “Acceptable” if, based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown (See note below).

4.3.2 **UNACCEPTABLE:** Past Performance factor will be rated “Unacceptable” if based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort..

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

5.0 Factor IV - Price

5.1 Analysis will be performed using one or more of the following techniques to ensure a fair and reasonable price:

- 5.1.1 Comparison of proposed prices received in response to the RFP.
- 5.1.2 Comparison of proposed prices with the IGE.
- 5.1.3 Comparison of proposed prices with available historical information.
- 5.1.4 Comparison of proposed prices with market research results.

5.2 It is the intent of the contract to effectively manage the DoN Wireless Contract program to fully capitalize on economies of scale and benefits from volume pricing discounts. The Indefinite Delivery, Indefinite Quantity (IDIQ) Multiple Award Contracts will allow the flexibility to negotiate pricing. Offerors should provide for this type of flexibility in their proposal as Task Orders may be issued based on unit prices submitted in response to this RFP alone. ***Quantities provided in ELIN attachments are for evaluation purposes and do not commit the Government to order those quantities. The Government does not anticipate the total for this program including all contracts and all options, if exercised, to exceed \$750 million.***

5.3 The Government may take into consideration any or all of the following for price evaluation analysis:

- 5.3.1 Price per minute;
- 5.3.2 Price per plan;
- 5.3.3 Price per device
- 5.3.4 International price per minute for Zone 1 and Zone 2 international
- 5.3.5 Unlimited Minutes such as mobile to mobile, nights & weekends;
- 5.3.6 Unlimited Data for the 50 States and International Zones 1 and 2
- 5.3.7 Overages
- 5.3.8 Directory Assistance
- 5.3.9 Percentage for FCC charges and taxes
- 5.3.10 Calculations are correct and to only two decimals

5.4 EVALUATION—Factor IV, the following ratings will be used for evaluating Pricing

5.4.1 The pricing proposal will be evaluated for balance, reasonableness and realism.

5.4.2 The successful pricing proposal meets the requirements of 5.4.1 and provides the lowest price overall considering plans; overages; directory assistance; devices; International voice, text and data; and FCC charges and taxes.

5.4.3 Although Technical Factors [Corporate Management and Technical Capability (including coverage and devices)] and Past Performance must be rated "Acceptable" before price is considered, Price is important. For those offers rated "Acceptable" for non-price factors, the only factor remaining is price. Price, then, will be the only remaining factor in the Source Selection Decision.

5.4.4 Proposals rated "Acceptable" for non-price factors will be ranked by price calculated by unit price proposed multiplied by Government provided quantities for evaluation purposes.

5.4.5 A price proposal that leaves a blank for any ELIN unit prices will not be considered for award for that item throughout the life of the contract unless the proposal clearly states that that ELIN item is not separately priced (NSP) and may be ordered at \$0.00 price.

5.4.6 Price proposals with blanks, and therefore not providing an offer for an item or items, will be compared to other proposals for only the priced/NSP items for ranking purposes. The Contracting Officer reserves the right to reject any proposal which has significant "blanks", or there is otherwise adequate price competition among those offerors proposing on all ELINs.

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2011) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It * is, * is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or

concerns that are participating in the joint venture: ----- . Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(11) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

(The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (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 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (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.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that--

(i) 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;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) 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

(iv) 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 commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) 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 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

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.

(4) 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 -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity (IDIQ) Multiple Award Contracts (MACs) resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter and as extended by exercise of an option.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond 12 months after the expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government 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 prior to expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend any time prior to the expiration of the contract. The preliminary notice does not commit the Government to an extension.

(b) If the Government 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 66 Months.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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/these address(es):

FAR Clauses <http://acquisition.gov/comp/far/index.html>

DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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/these address(es):

FAR Clauses <http://acquisition.gov/comp/far/index.html>

DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation \(48 CFR Chapter 2\)](#) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	--

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (OCT 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions
Two FD-258 Applicant Fingerprint Cards
Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

SF-85P Questionnaire for Public Trust Positions
Two FD-258 Applicant Fingerprint Cards
Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (JAN 1999)

Oral orders may be placed provided the following conditions are complied with:

- (a) No oral order will exceed \$150,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
 - (b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.
 - (c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
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- (d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.
 - (e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

(End of Clause)

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling WAWF Customer Support: 866-618-5988.

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

The table shall be completed upon award

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type		-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost Type Contracts. If none of the above applies, please call 1-800-559-WAWF (9293).
Contract Number		-(Enter Contract Number)
Delivery Order Number		-(Enter DO Number)
Issuing Office DODAAC		-(Enter DODAAC of the activity issuing the contract.)
Admin Office DODAAC		-(Enter Contract Admin Office DODAAC)
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)		-(Enter DODAAC (plus extension if applicable)
Acceptance At Other		-(Enter Other Acceptance Address if different from above (plus extension if applicable))
Local Processing Office (Certifier)		-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank

DCAA Office DODAAC (Used on Cost Voucher's only)		- <i>(Enter DCAA Office DODAAC when Applicable)</i> - Check on DCAA website: www.dcaa.mil/
Paying Office DODAAC		- <i>(Enter Paying Office DODAAC Located on Contract)</i>
Acceptor/COR Email Address		- <i>(Enter the Acceptor Email address for this Contract if applicable)</i>

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role

STANDARD COMMERCIAL WARRANTY (SUP 5252.246-9401) (OCT 1995)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under any "Inspection" clause that may be in the contract nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The Contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of _____ months (offeror is to insert number).

N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004) (FISC SAN DIEGO)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's

trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

- Each contractor employee will have a favorably completed National Agency Check (NAC).
- If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.
- If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

N00244L331 REVIEW OF AGENCY PROTESTS (MAR 2000) (FISC SAN DIEGO)

The contracting activity, Fleet and Industrial Supply Center San Diego (FISCSO) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FISCSD is the Director, Regional Contracts Department, Fleet and Industrial Supply Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

N00244L332 UNIT PRICES (OCT 2001) (FISC SAN DIEGO)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

ATTACHMENTS

- J-001 ELINs FOR PROPOSAL EVALUATION
- J-002 50 UNITED STATES (INCLUDING WASHINGTON D.C.)
- J-003 NAVY INSTALLATIONS
- J-004 MARINE CORPS INSTALLATIONS
- J-005 MAJOR METROPOLITAN AREAS
- J-006 INTERNATIONAL ZONE-1 COUNTRIES
- J-007 INTERNATIONAL ZONE-2 COUNTRIES
- J-008 PAST PERFORMANCE DATA SURVEYS
- J-009 CONTRACTORS' POC MANAGER
- J-010 CONTRACT DATA ITEM LIST
- J-011 CONTRACTOR MONTHLY CERTIFICATION FORM