

# DRAFT

## Wireless Performance Work Statement

### 1.0 Overview

1.0.1. Purpose. The purpose of this procurement is to provide Wireless and Telecommunications services, (all wireless technologies and related operations including related software, hardware, firmware, equipment and mobility services), to Military Members and Federal Civilians based within the 50 United States. The awarded contract(s) 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). This Multiple Award, Indefinite Delivery Indefinite Quantity procurement is needed to ensure mission critical support to Military Members and Federal Civilians 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 internationally for Military Members and Federal Civilians stationed within the 50 States. Task Orders issued under this contract shall be tailored to the specific needs of each command. This new procurement, Spiral 3, will replace the existing suite of IDIQ contracts; the DON Multiple Award Contracts, Spiral 2.

#### 1.0.2 Reserved

1.0.3 As a major user of Wireless and Telecommunication services (to include related software, hardware, firmware and equipment), it is estimated that the Department of Defense (DOD) alone represents nearly 400,000 lines of voice only, voice and data and data only service, using cell phone, smartphone, tablet, data card and other wireless devices. The overall objective of this procurement is to provide a contractual framework that treats the Government 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 related Policies regarding Wireless and Telecommunication 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 Government's (DON, DOD, and other Federal Agencies) requirement for wireless and cellular telecommunications services [hereinafter, wireless telecommunications includes all wireless technologies and related operations], including related software, hardware, firmware, Enterprise Mobility Management (EMM) services, and equipment, etc. and that the resulting contracts and contractors keep current with ever changing technology and services over the life of the contract. This contract shall provide a flexible means of meeting and sustaining the Government's need of fast, safe, secure, dependable, and stable telecommunications services and equipment in order to maintain the ability to communicate data, voice, text, pictures, etc. and 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.

1.1.2. As NIAP and DISA standards evolve to provide DoD the option of contracting for secure cloud based EMM services, and as contracted vendors enable those NIAP and DISA standards this contract may be modified to include those types of capabilities.

1.1.2 Background. For more than ten years, the Department of Navy (DON) has been effectively acquiring and managing wireless services. The Department of Navy (DON) developed detailed reporting requirements and assisted in the development of customized vendor reports, which have been used to identify devices, track usage relative to service plans, and optimize the ordering process to achieve cost savings. In January 2011, NAVSUP FLCSD awarded Spiral 1 of the DON Wireless Services Contracts. This first evolution met sourcing strategy objectives by—(1) offering only those wireless plans that aligned with DON usage; (2) delivering competitively priced wireless packages (inclusive of devices, unlimited texting, Push To Talk (PTT), and other features used by DON); (3) standardizing rate plans among all wireless providers to maximize competition and obtain even lower pricing; (4) capitalizing on changes in the marketplace; (5) incorporating improved industry standards and technological advances (technology leveling); (6) providing DON real-time (as invoiced) visibility of its wireless usage, and (7) the ability to aggregate and optimize rate plans by sharing and pooling. In May 2012, NAVSUP FLCSD awarded the current wireless contract solution; the second evolution (Spiral 2) of the DON Wireless Services Contracts. The DON Wireless Services contracts, Spiral 1 and Spiral 2, were specifically designed to include provisions for monitoring wireless usage; promoting increased efficiency and reducing over/under utilization of services. DON customers, the DON Wireless Services Program Office (NAVSUP FLCSD) and the DON CIO, rely on these customized vendor-hosted, “free to use” Expense Management tools to monitor and manage DON wireless usage. DON has improved wireless optimization (i.e. better plan selection and pooling based on usage) and eliminated devices with little or no use. The resulting follow-on contracts, Spiral 3, 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.

1.1.3 Required users of this contract are all DON Military and Civilians primarily based within the 50 United States. Authorized users include other DoD Agencies, and may also include Federal Agencies based on DoD Guidance. DON MWR/non-appropriated fund activities can issue orders under the DON Wireless Services Program contracts on order forms and order numbers peculiar to their organization, as long as the order meets the terms and conditions of the DON contracts.

1.1.4 All users of this contract must comply with DOD and DON Policies regarding use of wireless services and devices current at the time of 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 mobility, 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 beats those offered to other Federal, State, and Local Governments for like services, using the power of large quantity buys to benefit the Government.
- 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 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, flat rate, and international) on an individual Task Order to be pooled. This allows users to share the pool of domestic voice minutes proposed under a Task 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 a current list of free and discounted devices per plan as new technology 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, flat rate plans, pooled and shared minute plans, add-on lines);
- l. Updating the wireless service plan structure as commercial mobile technology evolves to ensure the availability of the most cost effective and up-to-date service plans
- m. Providing a comprehensive Customer Service Approach that incorporates:
  - i. Providing recommendations for services that will allow for the effective management of all wireless devices used 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;
- n. Accommodating billing procedures and practices that may vary by end user command.
- o. Accepting the Government Purchase Card as a method of payment for monthly invoices
- p. Providing consolidated and web-based summary reports with data elements for Enterprise and Task Order levels, which include detailed information on costs incurred, numbers called, time of calls and underutilized/over utilized lines, etc.
- q. Monitoring charges on device usage to ensure that cost limitations on each Task Order are enforced.
- q. Providing trend analysis and optimization recommendations based on new technologies, usage, trends etc.
- r. Providing coverage quality that is at least “Good” as defined in PWS Paragraph 11 for voice, data, email, texts, PTT, both within and outside the 50 United States, as applicable (PTT may not be available outside the 50 United States).

1.3 Data Communication Services and Devices are included in this solicitation e.g. Smartphones and other data devices such as air cards, data cards, tablets, etc. 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).

1.4 Government policy regarding contracting or Wireless Service may change throughout the life of the contract. Contractors shall cooperate with the Government to incorporate such changes as applicable.

1.5 User Agreements must be signed by each end user before using services and devices. User Agreements require the end user to acknowledge his/her responsibility to comply with limitations of services, and with applicable Federal, Department of Defense (DoD), DON, Agency and end user’s Command Policies, as well as Ordering Guide requirements.

1.6 Information properly marked, in accordance with FAR 52.215-1(e)(1)(2) and asserted to be proprietary and/or trade secret information, does not bind the Government. Federal Law, to wit, 5 USC 552, "The Freedom of Information Act (FOIA)" applies. The Government will nevertheless not release any FOIA requested contract information unless and until it has provided a meaningful opportunity to object. See FOIA, 5 U.S.C. 552(b)(3) and (4).

Furthermore, and in accordance with Government internet notices, the Government may have third-party support contractors accessing this information. The Government will ensure that all third-party support contractors accessing information considered proprietary or trade secret information have non-disclosure agreements and are working subject to an “Organizational Conflict of Interest Clause.” Contractor hereby consents to release to these third-party support contractors without further notice and consent.

## 2.0 BASIC PLAN REQUIREMENTS

### 2.1 DESCRIPTION

**2.1.1 Description:** This RFP is a commercial acquisition for mobile, wireless (and cellular) services and devices. Basic devices used under this contract include, but are not limited to, feature phones (voice); smartphones (Navy Network authorized devices will vary by network (ex Navy NMCI, USMC NMCI, NCIS, Afloate, ...) but will be a sub-set of the devices authorized by the DISA APL. 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 mobile, wireless (cellular) and telecommunication services, wireless and cellular devices, related software, 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 (\$3,500). 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). The Government may include a price adjustment factor covering an Activity’s cost for required NMCI actions on all new data equipment that connects to a DoD network. This adjustment factor is established by the Government and based on NMCI’s price to install security information. An Activity is required to have NMCI place security information on all new data equipment that connects to a DoD network, The price adjustment factor is posted on NMCI’s website for the Wireless Program. The Government may apply the price evaluation factor to the offered price of non-incumbents on competed Task Orders. The Government will not take the NMCI price adjustment into consideration when it makes a Task Order award based on CLIN prices alone and no RFP is issued.

2.1.3 The Ordering Officer must provide each contractor a fair opportunity to be considered for each order exceeding the micro purchase threshold as set forth in FAR 2.101, unless exceptions at Federal Acquisition Regulation (FAR) 16.505(b)(2) apply.

i. Task Orders in excess of the Simplified Acquisition Threshold (SAT) (set forth at FAR 2.101) are directed to offer the work to all contract holders [see DFARS 216.505 (c) (1)]. In addition, FAR 16.505(b) (1) (iii) requires RFPs over \$5,000,000 be offered to all contract holders. Each contractor should respond to all RFPs or RFQs sent to them. A ‘response’ may include a ‘no bid’ or ‘unable to propose’ notification given within the time frame set forth in the Task Order RFP.

ii. Contractors are required to identify known FCC defined “dead zones” [see PWS paragraph 10.1] Task Order RFPs may request proposals to provide coverage descriptions for specific buildings, specific military use areas, or other specified locations to the maximum extent feasible. Task Order RFPs may also request coverage description for specific international locations. Unless specifically required by Task Order RFP, contractors will not have to drive by and provide real time dead zone information; however, once awarded a Task Order, a contractor may have the responsibility to fix any problems stemming from lack of coverage, in accordance with Task Order requirements; and in accordance with Task Order terms and conditions.

iii. The Government may request and the contractor should provide 'test devices' in order for Government to test coverage. Where a test device is not provided, the Government may consider that contractor as having no coverage.

iv. It is acknowledged that 100% coverage 100% of the time may not be possible in some areas, but if 100% coverage 100% of time is a requirement, the Government shall identify such a requirement in the Task Order RFP.

v. Contractors shall include known coverage information in Task Order proposals and current coverage capabilities on website coverage maps. [see PWS paragraph 10.1]

vi. Although various coverage problems can occur (in-building limitations, weather impact, terrain foliage, etc.) the contractor will make every effort to support limited or loss of service request. The offeror shall provide an in-building solution such as a repeater or femtocell like capability where recurring outages or loss of service occur. These solutions may be at no cost to the Government. Government entities shall allow such in-building solutions where feasible.

2.1.4 If the contract or Task Order did not establish the price for an item 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 Contract Line Items (CLINs) 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 CLIN.

2.1.6 There will be no separate or additional charges for pooling, initiation, activation, termination, or porting. Customers who cancel services prior to the expiration of the Task Order will reimburse the contracted carrier for the cost of the device.

2.1.7 All devices provided under this contract shall be new, except replacements for defective devices returned to contractor, or replacement devices ordered under the Replacement Plan. All handheld devices shall be capable of receiving emergency texts, and these texts shall be provided at no charge (see PWS 15.6.6).

2.1.8 Defective devices may be replaced with new or with manufacturer certified, refurbished devices of equal or better technical capability (see Paragraph 11.uuu). Defective devices shall be replaced within 3 business days, or sooner if possible, after notification from the Ordering Officer (or COR or Wireless Manager authorized in the Task Order). A later delivery date may be established by the parties' mutual agreement. Parties are defined as the Ordering Officer, end user, and contractor. Contractors shall provide written procedures for replacement of devices with warranty issues and shall be clearly posted on the End User Platform of the contractor's Government dedicated website within 30 days of contract award. In the case of manufacturer defects, the Government shall return the defective device to the contractor in accordance with the procedures posted on the End User platform of the contractor's Government Web portal. The contractor shall provide the replacement device to the end user at no additional cost.

2.1.9 Contractors shall provide new devices at time a Task Order is issued. There are two exceptions: Government may choose to delay receipt of new device (where technology allows and subject to COR or Ordering Officer and contractor agreement); and end user has received a new device from that contractor within 24 months.

2.1.9.1 Exception 1:

At the time the Task Order is issued, an end user may opt to retain existing device (assuming that after the Fair Opportunity requirement has been met, her/his Task Order was placed with the incumbent) or the end user chooses to retain the existing device beyond the Tech Refresh date. However, at a later time and at no additional charge, the end user may request the Not Separately Priced (NSP) device to be delivered.

Example 1: An end user possessing Government Furnished Equipment [GFE] at the time the order was placed and who did not take delivery of a new device at time of award of Task Order would be entitled to receive a new device any time during the period of performance of the Task Order at a discounted price or at no additional cost depending on type of device.

Example 2: At time of award of Task Order, end user does not have the budget for NMCI costs, and must delay receipt of new device.

Example 3: At time of Tech Refresh date, end user is on TDY with the device and must delay receipt of the new device.

Upon notification from the Ordering Officer (or COR or Wireless Manager as authorized in the Task Order), the contractor shall provide a new device 3 business days, or sooner if possible. The new device shall be of the same or greater technical capabilities as the device that would have been delivered at time Task Order was issued. A later delivery date may be established by the parties' mutual agreement.

#### 2.1.9.2 Exception 2:

Contractors are not required to provide multiple new devices within a 24 month period, assuming Task Order has options and the Government decides to exercise option, to any specific end user (not applicable to Spiral 1; see paragraph 2.1.14 Transition between CONTRACTS).

Example 1: Ordering Office A awards Task Order B to Contractor 12 months. A new device is provided. After 12 months, Office A exercises the option or awards a new Task Order C to Contractor 1 for the same services. Contractor 1 is not required to provide new devices. However, Contractor 1 will be required to provide a new Tech Refresh device 24 months after initial award if 2<sup>nd</sup> Option is exercised or if a new Task Order D is awarded.

Example 2: Ordering Office D awards Task Order E to Contractor 1 for 12 months. New devices are provided. After 12 months, Office D awards a new Task Order F to Contractor 2 for the same services. Contractor 2 is required to provide a new device only IF device obtained from Contractor 1 does NOT work on the Network of new award to Contractor 2. Depending on type of device, it may be offered at no additional cost or at a discounted cost with new services.

2.1.10 TRANSITION FROM SPIRAL 2 CONTRACTS TO SPIRAL 3 CONTRACTS. Effective at time of award of Spiral 3 contracts, contractors are not required to provide an end user more than one free or discounted new device within a 12 month period (from the same contractor—see paragraph 2.1.9 above). This requirement takes effect at the time the first Task Order under Spiral 3 is issued. In other words, Tech Refresh period does not reach backward to a period of performance under a Spiral 2 Task Order, even if the Task Order overlaps the award of the Spiral 3 Program contracts.

2.1.11 Purchase of New Devices: Purchase of NEW DEVICES not included in current priced CLINs, but within scope of the contract: Government may purchase new devices not covered under current CLINs from the non-specified material/ equipment CLIN on the Other Plan. Information on the contractor offerings shall be posted on the end user platform so that it is easily locatable and posted in a separate location on the web site from the devices provided under priced CLINs. When a new device is purchased (from the non-specified CLIN), the Tech Refresh anniversary date is reset to the date the new device is activated. Pricing for new devices shall not exceed pricing offered to other Federal Government entities for like devices under similar terms and conditions. New service or equipment ordered under the non-specified items shall be provided within 3 business days or sooner to that end user or other as identified by the Ordering Officer or COR. A later delivery date may be established by the parties' mutual agreement

2.1.12 Purchase of Replacement Devices: Replacement Devices for lost, stolen, or broken items are offered under the Refurbished Devices CLIN. Replacement devices purchased from this CLIN are REFURBISHED devices or new at contractor's discretion. When purchased from Refurbished Replacement CLIN, refurbished equipment (or new if new was provided by contractor under Refurbished CLIN) does not change the date a Tech Refresh would otherwise have been made (Tech Refresh anniversary date). In other words, purchase of a device under the Refurbished Replacement CLIN does not remove the contractor's responsibility to provide a new device when a Tech Refresh (24 months after first new device was received) would be due on the device lost, stolen or broken. No additional charges shall be added, e.g. delivery or shipping charges. When a purchase is made under a Refurbished Replacement CLIN, contractors that elect to provide a new device must do so at the refurbished equipment rate proposed in the Task Order. Prices proposed on the Task Order shall not exceed the CLIN price awarded on the contract. Manufacturer certified refurbished devices of equal or better technical capability (see Paragraph 11.uuu) shall be provided.

2.1.13 The tax percentage on CLINs at time of award shall be the maximum percent that may be applied to orders; however, contractors 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.

2.1.14 All Contractors shall invoice for allowable taxes, fees and surcharges as defined in their contract, but shall never invoice for amounts that exceed the percentage in their respective contracts. The percent for taxes/fees shall only be applied to services initiated within the 50 United States. Taxes and fees are not applicable to use of MiFi, VoIP, etc within the 50 United States. Invoices shall be billed at the CLIN level only. Government acknowledges that services outside the 50 States may be subject to international fees, taxes, and other like charges irrespective of the ceiling percentage applicable to calls initiated within the 50 states. These foreign fees, taxes, etc shall be included in the International rate.

## 2.2 POOLED/SHARED DATA PLAN AND UNLIMITED VOICE PLAN AND DEVICE REQUIREMENTS

All pooled/data plans within a Task Order will include “unlimited free” domestic voice and text..)

2.2 These **Pooled/Shared Data Plans** shall come with a minimum of ONE line with 2-Gigabytes of data (per line); and a Maximum of 250 lines may be added (each with 2-Gigabytes of data at the price specified in the contract) to be pooled/shared. These plans will ALSO 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. Use of PTT does not decrease available minutes when used within the contractor’s network. Where available, PTT use to and from an end user of a different contract will consume voice minutes for both reception and transmission.
- 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 Government Installations, Metropolitan areas with a population of 100,000 or more, and in International Zones 1 and 2. RFP definitions of Zones 1 and 2 are shown in Attachment J-006XXX and J-007XXX, however, contractors may provide their own definitions and descriptions shown on their dedicated Government 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 Government website.
- 2.2.10 No Roaming charges within the 50 States. At no time will contractor’s international prices offered and charged to the DON exceed those offered to other Federal, State, and Local Government entities for like services with similar terms and conditions.
- 2.2.11 Call waiting
- 2.2.12 Tech refresh provides a newer free or discounted updated device. Tech refresh shall occur 24 months after initial award of Task Order, where the Government intends to exercise options on the order; unless a postponement is agreed to by Ordering Officer and contractor (Not Separately Priced) see 2.3.4.
- 2.2.13 Pooling/sharing of DOMESTIC DATA PLANS, (except Unlimited Plans) within a Task Order.
- 2.2.14 Unlimited Porting numbers from one device to another
- 2.2.15 Voice capable devices
- 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 (only 'minutes' or 'air time' will be charged, no surcharge are authorized, charges shall be made only from initiating number, e.g. land line to cellular device, no charge, from cellular to landline--minutes are used)

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

2.2.19 24/7, 365 days, service support including training in the use of all devices covered under the plan,

2.2.20 PTT, voice and text capable device shall be offered under each plan

2.2.21 Wall charger, Express Warranty, all other documentation, equipment, devices, etc normally provided within the commercial package

2.2.22 At least 1 to 3 "no additional cost or discounted cost devices, one generation behind current market offering, that meet the requirements of the RFP, shall be offered per plan and shown on the contractor-provided Government website.

2.2.22 VoIP and VOWiFi capable, and these minutes do not count as minutes on any plan providing those services.

### **3.0 UNLIMITED DATA PLAN REQUIRMENTS FOR DATA PHONES AND DATA DEVICES (SMART PHONES, TABLETS, etc.**

**3.1 Unlimited Data Plans** shall include the following:

3.1.1 Unlimited data access for Unlimited Data plans.

3.1.2 Tethering capacity included

3.1.3 Data capability in all 50 States, including access, downloading, sending, etc; Government Installations, Metropolitan areas of 100,000 populations or more, and in International Zones 1 and 2 (as identified by offeror with basic proposal on Attachments J-006 through J-007 posted on end user accessible website, and as updated thereafter). At no time will contractor's international prices offered and charged to the Government exceed those offered to other Federal, State, and Local Government entities for like services with similar terms and conditions.

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 Data Plans, **devices** shall include the following:

3.2.1 Smartphone, non-smartphone, data phone and non-data phone devices, tablets, etc.

3.2.2 Data phone devices provided must meet one or more of the following 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 no additional cost device (one generation behind current market offering), shall be offered under the data plan

3.2.4 Device capable of voice, text, and data shall be offered under the pooled/shared data plan

3.2.5 Device capable of Tethering, voice, text, and data shall be offered under the data plan

3.2.7 Device capable of VoIP and VOWiFi

**4.0 ADDITIONAL REQUIRMENTS FOR All Plans** – All Plans shall include:

4.1 Contractor shall notify the Ordering Officer (Task Order level) immediately as set forth in PWS paragraph 14.18. This will ensure that no overages occur and/or funds are available to cover usage.

4.2 Contractor may suspend or terminate service upon receipt of written approval of the Ordering Officer or Contracting Officer. The Government cannot pay overage charges incurred without a funded order; therefore the contractor continues to provide service at its own risk after task-order funding has been fully expended. To ensure prompt attention to any funding or overage issue, the Contractor must provide usage notice as required in Paragraph 14.18 and Paragraph 15. If the Contractor does not provide service at its own risk, i.e. suspends service without notice, , the contractor shall provide written explanation for not providing the usage notice as required in Paragraph 14.18 and Paragraph 15 and shall report this to the PCO, in writing, within 24 hours of suspension of service. Contractors shall provide full details in this explanation to the PCO.

4.3 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.

5.0 COVERAGE REQUIREMENTS—ALL PLANS SHALL INCLUDE:

5.1 All offerors **shall** describe their coverage for Government 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

5.2 Offerors shall complete the attachments and provide them with their proposal for the basic award and as required by Task Order RFPs.

5.3 At no time will contractor's international prices offered and charged to the Government exceed those offered to other Federal, State, or Local Governments for like services with similar terms and conditions.

5.4 Contractors shall ensure that coverage information on their Dedicated Government website is current and accurate. Contractors therefore warrant that the information contained on the website is accurate and current to their reasonable knowledge and belief.

6.0. APPLICATIONS

6.1 It is the end user's responsibility not to order additional applications, or use additional applications. Any costs or mission impacts associated with that unauthorized download and/or use shall be the responsibility of the end user. [See PWS paragraph 11.vv]

7.0 GENERAL REQUIREMENTS AND DEFINITIONS:

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: means the ability to download & upload unlimited data without data throttling

d. Identified Government 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. Push-to-talk calls: one person transmits, the other/s receive/s. For other than the Flat Rate Plan, this contract supports unlimited PTT service between parties on the same contractor network, and does not use up the regular airtime minutes that are available for general voice calls, i.e. usage does not deplete minutes in a plan.

g. Pooled/Shared Data Plan—Pooled/Shared plans allow a large number of users to collectively pool/share their data lines. Pooling is limited to domestic data across plans within an individual Task Order, not including Unlimited and Flat Rate Plans. These pooled/shared data plans come with unlimited voice minutes and texting. For example, 100 users would share 100 lines, each with 2-Gigabytes of data, for a combined total of 200 Gigabytes of pooled/shared data. This would allow flexibility in the amount of data used as long as no one user in the 100 line pooled/shared user group exceeds the 200 Gigabyte data available per month. At which time, overages would occur if more than 200 Gigabytes of data is used for any one month. There is no need to pool/share voice minutes, since unlimited voice and texting comes with each line of pooled/shared data.

h. Unlimited Data Plan (Tablets, Data Cards, mobile broadband card, connect cards, wireless modem, USB modem for mobile internet or newer technology) A tablet is a general purpose computer contained in a touchscreen panel (i.e. iPad, Android, etc.). 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 4G or greater speed. There is no limit to the data that may be downloaded with data cards for domestic use. 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 Government website platforms and include clear, uncomplicated instructions for use and pricing by country. At no time will contractor's international prices offered and charged to the Government exceed those offered to other Federal, State, and Local Governments for like services and similar terms and conditions.

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 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. Mobile to mobile calls not inclusively within the contractor's network do not incur roaming charges, but may consume voice minutes (1 mobile to mobile minute equal's 1 voice minute).

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 Government 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 "international 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 Wireless Manager) shall notify the contractor prior to end user departure at least 2 business days in advance of travel, but in extremely urgent circumstances shorter notice may be given. At no time will contractor's international prices offered and charged to the Government exceed those offered to Federal, State, and Local Governments for like services with similar terms and conditions.

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 Government 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 Wireless Manager) shall notify the contractor prior to end user departure at least 2 business days in advance of travel, but in extremely urgent circumstances shorter notice may be given. At no time will contractor's international prices offered and charged to the Government exceed those offered to Federal, State, and Local Governments for like services with similar terms and conditions.

o. Platform means access to those page or pages on the Government (DoD) dedicated contractor-provided web site. Platforms are established at 3 levels: End user level, Task Order level (includes GCPC and invoices), and Enterprise level. Enterprise level is for contract-wide reports and data; Task Order level is for Task Order specific reports and data, (GCPC orders are considered as "Task Order level"); End user level is for CLIN structure and

pricing and contractor provided information. Contractors are required to provide levels of access as follows: End user Platform access shall be for all Government personnel; Task Order Platform access shall be for Ordering Officers, CORs, Wireless Managers and other personnel identified by the order (or as changed by the Ordering Officer after award of the order); Enterprise Platform access shall be granted to the Contracting Officer and Contracting Office personnel as authorized by the Contracting Officer. Access is monitored by the contractor, and upon receipt of access request, appropriate level access shall be granted within 1 business day.

q. HSPA and HSPA+: High Speed Packet Access (HSPA), is a family of high-speed 4G 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. Wi-Fi 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.]

y.3 VoIP or VoWiFi: VoIP, Voice over Internet Protocol and VoWiFi, voice over WiFi are ways to use the internet for voice calls without use of cellular minutes. DON desires this ability for wide use.

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 unlimited data, but after 5 GBs of data per month are downloaded (per device) the contractor could choose to reduce downloading speed. At no time will contractor's international prices offered and charged to the Government exceed those offered to Federal, State, Local Governments for like tethering services under similar terms and conditions. Contractors shall provide at least one device capable of tethering as one of the no-additional-charge devices included with the service. When tethering service is ordered, it shall include any and all equipment/devices required to use the handset for tethering. Devices without cellular radio can use WiFi and will not need a data plan when tethered.

[NOTE: LIVE VIDEO STREAMING IS NOT AUTHORIZED UNDER CLINS 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 International Plan means services defined in the scope of work covered under this contract for services outside of the United States. Services covered under this contract include but are not limited to: voice, texting, data, emailing, mobile to mobile, tethering, PTT, etc. Task Order RFPs shall describe International services in detail sufficient for uniform competition, and for pricing. At no time will contractor's

international prices offered and charged to the Government exceed those offered to Federal, State, Local Governments for similar services

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); when capacity of a cell site is at maximum, a dead zone may be created for any additional users; network architecture (where antennas are located) may be laid out in such a way as to have some areas not covered; geography may be such that cell signals cannot penetrate, and therefore a dead zone is created; buildings may be comprised of components which are so dense that cell signals cannot penetrate, and therefore a dead zone is created; a building or an area may have electronic “disturbances” (such as on a military base) that interfere with cell signals and thereby create a dead zone. 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 composition is too dense and it blocks the cell 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. Contract Line Item Number (CLIN) – A Contract Line Item Number or CLIN is used to specify products and/or services acquired via a federal government contract. CLINs are available in the contract schedule (Section B of the contract). The CLINs will provide pricing and other information necessary for ordering services or products via the contract. CLIN pricing information will only be available to Government Personnel, or third parties who have signed non-disclosure agreements. These third parties shall notify the contractor of their third party status before accessing CLIN pricing and other information not publically available.

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

ll. Other Services and Equipment (Non-Specified) items mean those items/services, which are in scope but not included among the priced CLINs. Non-Specified items are offered only under the Other Services and Equipment Plan, which also International Service Plans—Unless prohibited by Policies or elsewhere herein, Other Services and Equipment Plans include: Other wireless and telecommunication services, software, hardware, firmware that are in scope but not elsewhere identified, such as GPS, M2M, MAAS IOT, 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. Other Services and Equipment Plan under which non-specified devices/equipment/material/accessories, etc. can be ordered. ALL Non-specified services, such as International data, roaming, etc, and ALL Non-specified equipment/material/devices/accessories shall be included in the RFP scope of work, shall be competed, and will be priced/proposed as a whole. However, in the Task Order will show discrete pricing by CLIN.

mm. Data Plan means unlimited for: browse the web, send and receive email, download attachments, download applications (NMCI restrictions apply where applicable). [NOTE: LIVE VIDEO STREAMING IS NOT AUTHORIZED UNDER DATA FOR HAND HELD DEVICES (PHONES/TABLETS) 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 the amount consumed exceeds the ordered amount, and charges begin accruing against a funded CLIN for Overages. Overages are ordered separately by the data unit, and must be ordered and funded PRIOR to incurring any overages. The contractor shall notify the Ordering Officer and COR when any Overages are used so the Government can manage the spend on the Task Order to avoid future Overages or Unauthorized Commitments and Anti-Deficiency Act Violations

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) Federal Universal Service Assessment Fees are not charged on services performed outside of the United States, are not charged on broadband information or web information: fees are not charged for using Skype, Texting, MIFI, VoIP or WIFI. FCC does not require a pass through fee. Foreign countries, however, may charge a tax for these services if used in their country—those charges will be included in the price proposed by contractors. Calls initiated within the 50 United States to numbers outside the States, may have FCC charges apply. At no time will these charges exceed the percentage in the Task Order. At no time will the percentage on Task Orders exceed the percentage in the Contract. Taxes, fees, etc. charged per PLAN are potentially comprised of multiple elements (stemming from diverse taxing entities e.g. Federal, state, municipality, counties, etc). The total amount charged on a Plan for taxes must not exceed the percentage per plan; however, individual elements making up the taxes are not limited by the percentage.

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 contract 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. Consumed in the context of usage in Task Orders means services used and dollars invoiced. Consumed in the context of usage in the Contract means dollars obligated, whether or not subject to Availability of Funds. Usage consumption data refers to services/ items awarded (depletes the Program Ceiling amount for both the obligated amount and the option amount) and the services/items as they are used, or “consumed”

ss. Task Order value means the total amount on the Task Order that has been issued and as modified. For example, the Task Order 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 to add funds, the Task Order value remains \$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. For purposes of determining consumption of the DON Wireless Services Program ceiling amount, Task Order value is used.

tt. Contractor’s dedicated website is a site created specifically for only, and dedicated to, the DON Wireless contract/s. The dedicated site will be accessed by Government customers for various levels (End User Platform, Task Order and Invoice Platform, and Enterprise Level Platform) and it shall be structured to allow user specific access levels. The website shall 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 maintained current by the contractor as set forth below. Web site and data shall be maintained and available to the Government in order that all contract closeout procedures can be conducted. There shall be 3 platforms entered via one portal, in accordance with the table below:

	END USER	TASK ORDER/INVOICES	ENTERPRISE LEVEL
Platform shall be developed and available for use no later than:	Full functionality within 30 days after contract award	Full functionality Task Order Platform 45 days after contract award. Invoice aspect of Task Order Platform 45 days after period of performance begins for first Task Order issued	Reports posted within 60 days after contract award, full functionality of downloadable data within 6 months of contract award
Data. Each page shall be date stamped with the date of last data upload. Data shall be uploaded to platforms no later than:	30 days after contract award, and continuously updated thereafter within 3 business days of change, deletion, or addition. (POC contact information, International rates, current devices, etc) Each page shall be date stamped with the date of last data upload.	Invoices by the 10th of the month for billing period last closed. Usage data generated from billing data, shall be posted by the 10th of each month for billing period last closed. Data generated by an order or modification to an order shall be posted within 5 working days after order/ modification issued.	Reports posted within 60 days of contract award, fully functioning data element posting within 6 months of contract award, then updated by the 10th of the month thereafter throughout the life of the contract.

<p>Access Levels. Access levels shall be in accordance with the PWS herein (e.g. 7.o and 7.aaa) and as set forth in the Task Order</p>	<p>Access to CLINs, pricing, free and discounted devices that go to each CLIN; page for international coverage; page for additional services and devices offered by contractor; page for coverage capability; device instructions; help desk information; return process for manufacturer's defects; quality control plan; issue resolution process, etc. as specified in this PWS.</p>	<p>Access to everything in the End user Platform plus Task Order Platform (listed, tracked and searchable by Task Order number); Task Order data; Invoices; Usage data; etc. as specified in this PWS.</p>	<p>Access to everything in End user Platform and Task Order/Invoice Platform; Enterprise level reports and data; etc. as specified in this PWS.</p>
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uu. Downloading Applications Downloading applications where there is no charge may be done by end users when specifically authorized by the Ordering Officer or COR. Downloading applications with an associated cost must be approved by the Ordering Officer/COR and fully funded, prior to incurring the charge. End users are responsible for all charges stemming from downloading applications.

vv. 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 a Task Order.

ww. Forecasting for use under the wireless contracts means analyzing historical data, based on usage and period of performance, for determining when a Task Order will reach (or will soon reach) at least 60% but not more than 80% consumption of the dollars obligated, including additions or deletions to the Task Order.

xx. 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.

yy. 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 at the Task Order and Enterprise levels. 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, avoiding over spending/under-utilization, and overages.

aaa. Level of Access means the Platform to which access is granted.

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 and Non-Specialized, requirements: Specialized, Non-specialized or Non-specified requirements mean requirements that are in-scope but not priced on an CLIN and are not specifically prohibited by Policies. Non-specified requirements may be obtained under the Other Plan or under the International Plan in accordance with contract requirements for non-specified items. Examples of wireless and cellular services or equipment (including applications) that are in scope, but not elsewhere identified, include (but are not limited to): 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. Other and International Plans shall NOT be used to obtain domestic minutes, because these are already included in the priced CLINs. All non-specified services under the Other Plan and the International Plan shall be included in the RFP scope of work with a detailed description, be competed, and will be priced/proposed as a whole SOW. However, in the Task Order, the CLIN table will show discrete pricing by CLIN.

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 means 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 means “Good Coverage” for domestic voice (voice devices (including Refurbished Replacement devices), Smart Phones, and PTT). Applicable definitions:

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 means at least “Good Coverage” for domestic data means (Smart phones, data cards, tethering). Applicable definitions:

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

kkk. Coverage Quality means at least “Good Coverage” for international voice except for events effecting quality of service including, but not limited to, foreign labor disputes, Acts of God, acts of war or terrorism, famine, civil unrest, In those instances, coverage may be less-than “good”, i.e. “No Coverage.” Applicable definitions:

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

lll. Coverage Quality means at least “Good Coverage” for international texting except for events effecting quality of service including, but not limited to, foreign labor disputes, Acts of God, acts of war or terrorism, famine, civil unrest. , In those instances, coverage may be less-than “good”, i.e. “No Coverage.” Applicable definitions:

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

mmm. Coverage Quality means at least “Good Coverage” for international data (Smart phones, data cards, tethering, etc) except for events effecting quality of service including, but not limited to, foreign labor disputes, Acts of God, acts of war or terrorism, famine, civil unrest. In those instances, coverage may be less-than “good”, i.e. “No Coverage.” Applicable definitions:

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

nnn. 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 priced CLINs or non-specified CLINs. An RFQ means Request for Quotation and is issued by a warranted Ordering Officer. The RFQ contains the quantity of priced CLINs and the basis of award is lowest price. RFQs do not contain any evaluation factors other than price and do not contain any non-priced or non-specified items. The mandatory RFP/RFQ Template shall be included in the Request for Proposal or Request for Quotation.

ooo. Contracting Officer means a person who has been granted the authority (via a Contracting Officer Warrant) by the Government 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 the Government 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 (NAVSUP FLCSD/FLCSD). For the purpose of this contract, the term Contracting Officer refers to the Procurement Contracting Officer, not an Ordering Officer.

ppp. Contractor means the awardee of a contract, ‘Vendor’, ‘carrier’ and ‘service provider’ all mean the ‘contractor’.

qqq. Portable Electronic Devices (PED) means any electronic device that is portable, and which may need wireless service or data usage.

rrr. Ordering Guide means the mandatory Ordering Guide and Templates posted at NAVSUP Fleet Logistics Center Strategic Marketplace website, currently at [https://www.navsop.navy.mil/navsup/ourteam/navsupgls/prod\\_serv/contracting/market\\_mgt2](https://www.navsop.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/market_mgt2) for Government personnel involved in requirements generation, usage, management, funding, and placement of devices etc. covered under this contract. Use of the Ordering Guide and its Templates is mandatory for Government personnel.

sss. Required Coverage Areas means those buildings and Government-related areas specifically identified in RFPs and Task Orders as requiring Good or better coverage, as specified in the RFP/Task Order.

ttt. Refurbished means a device that is not “new” but carries same warranty as if new and is "like new" in appearance and functionality, and meets all original manufacturer's specifications for that device. Where a refurbished device is acceptable, the device shall be the same or newer model device with same or more technical capabilities.

uuu. Manipulatable format means allowing the user to download data into a spreadsheet or similar productivity tool in a format that supports further analysis and manipulation, e.g. not read-only.

vvv. Coverage maps means coverage maps that are required to be posted on end user platforms. The coverage maps shall show coverage quality/speeds for voice, texting, PTT, data speeds, video downloading speeds, etc. Coverage maps shall include areas within the United States and outside the United States where applicable.

www. Spend means dollars obligated whether or not subject to availability of funds.

xxx. Restrictive Legends: The Government will not agree to automatically withhold release of unit prices in a Government contract; and, in order to hold a contract, all non-conforming data rights and restrictive legends shall be removed. Proposal may contain data rights legends that conform substantially to FAR 52.215-1(e)(1)(2) and marked in accordance with that clause. Government shall not be bound by offeror' or contractor' assertion that information marked in proposals is considered by offeror/contractor to be proprietary and/or trade secret information, the. Federal Law, to wit, 5 U.S.C. §552, “The Freedom of Information Act (FOIA)” shall not be circumscribed by such assertions or legends. The Government will not release any FOIA requested contract information unless and until it has provided offeror/contractor a meaningful opportunity to object in accordance with Navy regulations and FOIA.

yyy. “Like Services”: Under this contract, "services" means ALL contract services, not just wireless services.

## **8.0 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 devices
- vi. Tethering devices
- vii Refurbished devices

## **9.0 TECHNICAL REQUIREMENTS FOR devices :**

Technical Requirements of devices (see 11.uuu for description of certified refurbished devices)

a. Voice

- (i) UMTS, GSM, GSM, CDMA, iDEN, LTE or other more advanced technology

b. PTT

- (i) Motorola iDEN technology, or 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 Cards, Tablets, etc.

- (i) HSPA+, UTMS, EVDO, Edge, GPRS, or other more advanced technology

## 10.0 ORDERS:

10.1 Ordering. Orders may be placed under this contract in one of two ways: Task Orders issued by warranted Ordering Officers within DON, or GCPC orders in accordance with GCPC rules and issued by authorized Government GCPC holder. (GCPC orders may be for priced CLINs only).

10.1.1 Task Orders. A Task Order is an order for services made against an Indefinite Delivery type contract. Orders for supplies are called Delivery Orders. The award of Task Orders has three stages: 1. the 'requirements' stage where requiring activities determine their requirements, develop the detailed procurement description of their requirements that do not fall under priced CLINs, perform market research to obtain availability (which contractors can perform their work) and pricing. Additionally the requiring activity shall establish full descriptions of non-specified services, devices, equipment, etc and shall establish additional evaluation criteria. The requiring activity shall determine whether the contracting office shall request 'test devices' to determine coverage or other capabilities. The requiring activity shall complete the Template for Requiring Activities on the NAVSUP Wireless website at [https://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod\\_serv/contracting/market\\_mgt](https://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/market_mgt) on the secure page (Wireless Contracts Page); 2. the 'RFP' stage, where the Ordering Office takes the information provided by the requiring activity, requests 'test devices', completes the Template for issuance of RFP/RFQ, and competes the requirement or documents the exception to Fair Opportunity--and posts the documentation in accordance with DoD/DON/SUP policy, and follows the requirements set forth in the Ordering Guide at the NAVSUP Wireless website at [https://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod\\_serv/contracting/market\\_mgt](https://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/market_mgt) on the secure page (Wireless Contracts Page); 3. the Task Order stage, where the Ordering Officer reviews the documentation submitted by the Ordering Office, ensures Task Order and documentation meet Ordering Guide requirements and the FAR/DFARS and DoD/DON and SUP and/or their particular Echelon acquisition policy requirements are met, and makes award of the Task Order. The Ordering Officer or the COR may request (in the RFP) the contractor to provide devices to test coverage. The details of providing, testing, returning test devices shall be clarified in the Task Order RFP.

10.1.2 Orders may be placed under this contract via Government-wide Commercial Purchase Card (GCPC) by authorized DON card holders, up to Micro Purchase Threshold as set forth in FAR for Commercial Items in accordance with the holder's GCPC authority. As used in this section, 'orders' and 'purchase' means the purchase of services and not a method of payment. The use of GCPC as a method of payment is not referred to as an 'order' or as a 'purchase'. GCPC holders may purchase up to the Micro Purchase Threshold, (in accordance with the holder's delegated/warranted authority and with NAVSUP GCPC policy)—these GCPC orders need not be supported by an additional "written" order. Purchase Card holders may order any priced CLINs according to their delegated authority. Non-specified items from the "Other" plan are not currently authorized under DON Policy for purchase via purchase card (GCPC). [Note, contractors are reminded that purchase card orders must be tracked in accordance with the reporting requirements as set forth herein.] The "Ordering Guide for the DON Wireless Services" shall be adhered to by the Requiring Activity (develops requirement and does market research), the Ordering Officer and Contract Specialist (issues RFP/RFQ, awards Task Order), the COR and the Wireless Manager (manage the usage of the Task Order), and the GCPC Card Holder.

10.2 In accordance with FAR 16.505 (b) (1), the Ordering Officer must provide each contractor a fair opportunity to be considered for each order exceeding the Micro purchase threshold set forth at FAR 2.101, (currently \$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 contractor 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 contractors 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.

10.3 Contractors shall be tasked with responding to market research inquiries from requiring activities or ordering activities. Market research shall be conducted orally to the maximum extent practicable. Market research shall consist of inquiries only and not formal Request for Proposal (RFP) or Request for Quote (RFQ) requests. Therefore, it is neither binding on the Government nor contractor. The requiring activity is responsible for defining their requirements, and the requiring activity/customer is most often the Government entity performing market research. The market research step is critical for customers to establish what is available from all of the contractors to meet its needs and to obtain pricing data. All information provided may be used in assisting a competitive RFP or RFQ process. [Please note: In some cases the ordering office may provide this service to the requiring activity, or there may only be an RFP issued.]

10.4 The Ordering Officer may exercise broad discretion in developing appropriate order placement procedures; however, use of the Ordering Guide and Templates is mandatory. 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 contractors under the contract before selecting an order contractor if the Ordering Officer has information available to ensure that each contractor is provided a fair opportunity to be considered for each order. However, in accordance with DFARS 216.505-70 (c) orders exceeding simplified acquisition threshold set forth at FAR 2.101 (currently \$150,000.00) shall only be considered competed with the issuance of a RFP to all DON MAC contract holders. The competition requirements in FAR [Part 6](#) and the policies in FAR [Subpart 15.3](#) do not apply to the ordering process, however, FAR 16.5 requirements for Fair Opportunity do apply.

10.4.1 Non-Specified CLINs are found in the Other Plan.. Non-specified services such as International services shall be included in the Task Order RFP scope of work, competed, and priced/proposed as a whole, within the Task Order SOW. However, in the Task Order, the CLIN table shall list discrete pricing by CLIN, including the non-specified CLINs using the numbering convention addressed in Attachment J-013

10.5 Contractors 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 contractor 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 in writing indicating a “no-bid” or “unable to propose” are acceptable when appropriate.

10.6 The basis for award must be stated in the Task Order RFP. However, award may be based on contract comparison of priced CLINs 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). Task Order options shall be competed if included in a Task Order. The Government may include a price adjustment factor covering an Activity’s cost for required NMCI actions on all new data equipment that connects to a DoD network. This adjustment factor is established by the Government and based on NMCI’s price to install security information. An Activity is required to have NMCI place security information on all new data equipment that connects to a DoD network, The price adjustment factor is posted on DON’s website for the Wireless Program. The Government may apply the price evaluation factor to the offered price of non-incumbents on competed Task Orders. The Government will not take the NMCI price adjustment into consideration when it makes a Task Order award based on CLIN prices alone and no RFP is issued.

10.7 Contractors shall update data on the contractor-provided DON Government access website and the Contracting Officer for Attachments J-002 through J-003 indicating current areas of coverage with Xs. The attachments provide data to be used by end users or Ordering Officers for Task Orders. Contractors shall 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.

10.8. Contractors may not provide lower CLIN prices on their DON website platforms. The contract prices proposed in response to this RFP remain in effect for the life of the contract, for the base period and each period.— or until changed via contract modification. (As indicated, lower prices may be offered in response to a Request for Quotation/Proposal for individual Task Orders, and a statement to that effect placed on the website is acceptable.)

10.9 All requests for items under the Non- Priced CLINs 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 CLINs 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.

10.9.1 When contractors propose/quote on non-specified items under the Other Plan the proposal shall include an CLIN number unique to that item or service within the contractor's company regarding this contract, so that each time that unique item is ordered under this contract, the CLIN number shall be the same. CLIN numbers for items on the Other Plan shall be in accordance with the ordering convention shown in Attachment J-013 in order to distinguish the items or services and enable the contractor and the Government to track spend for these items. The number given to a unique service/item shall be used throughout the life of the contract.

10.9.2 The Government is a self-insured entity, as such, purchase of insurance is prohibited. Therefore, in the event a request for insurance is received, contractor shall reply that insurance is not allowed under this contract. The contractor shall not provide any insurance for any service or device under this contract. Requests for insurance shall be reportable under the Problems, Issues, and Resolutions Report (PWS 16.4).

10.10 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 contract.

#### 10.11 Task Order Evaluation

10.11.1 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 CLINs 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 contractors. 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. Contractors 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 CLINS. In that instance, the Government may not make a written or oral request for a proposal or quotation, but only compare the CLIN 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. The Government may apply the price evaluation factor to the offered price of non-incumbents on competed Task Orders. The Government will not take the NMCI price adjustment into consideration when it makes a Task Order award based on CLIN prices alone and no RFP is issued.

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

10.11.3 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.

10.11.4 Task Order option periods. Task Order option periods may be awarded if the Task Order RFP included option periods and the option periods were evaluated prior to award of the Task Order.

10.11.5 Discounts offered with Task Order proposals must be taken at time of award. In other words, in order to be included in the price evaluation, an offered discount must be taken at time of award –obligated amount of Task Order will be the price less the discount.

10.12 Contractor shall provide one email address for receipt of all RFPs/RFQs. The Government shall send each competitive RFP/RFQ to the email address specified on the Contractor POC Manager list for receipt of RFPs/RFQs posted on the DON’s website. Additionally, the Government may email to contractor account representatives when known; however, this does not alleviate the requirement to send all competitive RFPs and RFQs to the specified contractors’ email addresses. Contractors are required to acknowledge receipt of RFP/RFQ within 1 business day.

10.12.1 Market Research, request for availability and pricing. Contractor shall provide one email address for receipt of all market research requests for availability and pricing. The Government shall send each market research request for availability and pricing to the email address specified on the Contractor POC Manager list for Market Research, which is posted on the DON’s website. Contractors are required to acknowledge receipt of market research request for availability and pricing within 2 business days.

10.13 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.

10.14 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.

10. 15 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.

10. 16 Task Order/GCPC Spend/Usage Notification: After the initial invoice, contractor shall notify the Ordering Officer (and or other persons identified on Task Order) by 10 calendar days of end of contractor’s contract billing cycle, when, at close of billing cycle, the dollars consumed on the Task Order reaches at least 60% (plus or minus 5 %) of dollars obligated (including all spend). [“Consumed” means “used.” “Percent consumed” means dollars spent (invoiced) divided by dollars obligated.] Notification shall be via email and phone call. This notification is required for Task Orders with a duration period of more than 90 days. For Task Orders with duration of less than 90 days, the contractor shall provide notice of consumption at close of each billing cycle. Where contractor’s website has the functionality, the contractor shall inform Task Order POCs where, on the Task Order platform, “un-used” Task Order minutes/data can be tracked. Government shall closely monitor usage to ensure it does not exceed the obligated amount; however, contractors are hereby advised that the Government cannot pay for services where funds were not obligated before services are used. The contractor shall track consumption rate, and advise (via email and

phone) the Task Order POC when the Contractor's projected rate shows usage will exceed the obligated funds prior to end of Task Order performance period.

10.17 Coverage -- Ordering Officers may request test devices in order to test coverage prior to award. This is a method for the Government to ensure coverage capability. Each Task Order RFP that identifies specific zip codes for coverage, and for which coverage will be evaluation criteria, shall identify, in the RFP, the specific buildings and military use areas within the named zip codes to the maximum extent feasible.

10.18 Throughout the life of the contract, the Contracting Officer may add new or reconfigured plans or delete plans in accordance with current market trends, technology changes, Government Policy changes, and usage changes. Where new or reconfigured plans are required, The Government will permit all contractors to propose on the new or reconfigured plans without any additional changes to un-changed plans and without any change to the overall program. To the extent that the reconfigured plans or CLINs delete items, i.e. services or devices, the changed price shall not exceed prices set forth in the contract.

10.19 Past performance evaluations are required to be entered into CPARS for every Task Order over the Simplified Acquisition Threshold (SAT), and may be provided for orders less than the SAT. Every COR shall be registered with CORT for each of his/her Task Orders.

10.20 Performance issues. See End User Platform (for Contractor's) and Ordering Guide (for Government's) performance issue resolution processes.

10.21 Ordering Period. Orders may be placed and Task Order Options may be exercised during viable contract performance period. This means that if the contract has expired, Task Order options shall not be exercised. The Ordering Period is the same as the contract period of performance. This means that as long as there is a contract in place Task Orders may be issued if there is contract ceiling remaining. Task Orders issued during the ordering period may be for a period of up to 12 months regardless of when during the ordering period the Task Order is issued. EXCEPTION: Under this contract, no activity may order more than 60 months of services altogether, including multiple Task Orders and /or Task Order Options. [Unless the contract is extended in accordance with FAR 52.217-8 Option to Extend Services]. No Task Order Option may be exercised prior to the Contract Option period being exercised. (For example, a Task Order option using CLIN 0002 cannot be exercised before the contract option is exercised activating CLIN 0002. Contract Option CLINs are not 'activated for use' until the Contract has been modified to exercise that Option.) All options on Task Orders for additional performance periods have to be exercised while a valid CONTRACT is in place,—an option on a Task Order cannot be exercised after Contract expiration. As a reminder, if funded with annual appropriations, no period, base or option, can be more than 12 months. Options must be exercised PRIOR to the end of the current period of performance; otherwise the Task Order would have lapsed, leaving no authority to exercise a unilateral modification. FAR part 17 regarding options for contracts applies to options within a Task Order. Additional information regarding the Ordering period is in the Ordering Guide.

10.22 Task Order Modifications, for other than one-time buys, that add or delete scope shall include the change for the current and all future periods of performance in the modification.

## **11.0 CORPORATE MANAGEMENT**

The purpose of this section is to define the Government minimum requirements for Corporate Management.

All Reporting for this contract shall be discrete from any other contract and reports. The Government expects to have access to all historical wireless spend data starting from DON Wireless Services Program, Spiral 1 and Spiral 2 via contractor Government dedicated web portals. This does not remove the contractor's responsibility to provide reports required under any other contract.

### **11.1 Corporate Management: Reporting Enterprise Level**

11.1.1 Data and Reporting - Enterprise Level: The Government requires 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 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 Government-dedicated Contractor-provided website shall be downloadable from contractor website in a manipulatable Excel or Comma-Separated Values (CSV) format. [For the purpose of this contract, Contracting Level and Enterprise Level are interchangeable terms.] For the purpose of this contract, ‘online’ and ‘contractor website’ means the DON-dedicated Contractor-provided single portal website. 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 access to the End user Platform, Task Order and Invoicing Platform, and the Enterprise Level Platform and access to all data as described herein. The schedule for Platforms and Data shall be in accordance with 11.uu herein.

b. Online access must be granted in accordance with item CLIN and levels as set forth in paragraph 7tt and 7aaa herein.

c. Reporting data elements (reporting data) shall be posted and maintained in accordance with Paragraph 7tt. Reporting data shall be by the month, including all past months, presented in a monthly configuration. All previous months shall contain a-full month of usage data. Data, whether from the current month or from past months shall be available online to be downloaded on a month-to-month basis (delineated by month), or downloaded with cumulative totals from the beginning month to the last full month of data. Further delineation shall be by Task Order period of performance, calendar year, YTD, and cumulative to current date.

d. Enterprise Level Monthly Usage Reports shall include, at a minimum, the following data elements:

- (i) A summary of Enterprise-wide totals for plans purchased (e.g., number of, pooled/shared data plans, data only plans, PTT plans, 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 CLINs 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, WAWF, or other method)

e. The Government requires a fully functioning website that provides data elements listed above in such a manner that allows the Government to download and manipulate the data into formats and reports at its discretion. Contractor shall provide a fully functioning website within 6 months after contract award. Where contractor cannot provide full online Enterprise level ad hoc reporting functionality, posting of static reports or providing manual reports containing all the required data are acceptable and considered compliant.

f. Enterprise Level Monthly Usage Reports shall also include detailed usage information that includes, but is not limited to the following [Note: Enterprise Level and Contract Level are interchangeable terms meaning everything under the contract to include]:

- (i) List the total amount of Contract wireless spend (see PWS Paragraph 7www) to date specify timeframe of spend data (for example: from "this date" to "that date") differentiate Task Order and GCPC spend include actual number of Task Orders and GCPC purchases list data by Activity/Command Agency and by individual s Unit Identification Code (UIC)
- (ii). List devices Government wireless customers are acquiring specify timeframe (for example: from "this date" to "that date") of devices purchased

list totals for each device CLIN include model/type info (#Voice Phones, # Smartphones, #Tablets, Data cards, # of other devices)

list number of free 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 plans ordered by CLIN

specify timeframe (for example: from "this date" to "that date") of CLINs ordered  
list dollars obligated per CLIN  
list dollars obligated per Activity/Command Agency and UIC

(iv) List ordered items on the Other Plan and the International Plan by CLIN unique number

specify timeframe (for example: from "this date" to "that date")  
list total quantities and dollars obligated by CLIN (plans & devices)

(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 Enterprise Level

(vii) Total Orders and Period of Performance Info

list obligated amount per Task Order, GCPC purchase  
list Period of Performance per Task Order, GCPC 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) Reserved

g. Enterprise 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), and Data card (model))

(ii) Cost of equipment (where applicable)

(iii) By number convention

h. The aforementioned data elements shall be posted in accordance with 7tt for Enterprise Level.

11.1.2 The Contractor shall also capture and support reporting within 2 business days 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

11.1.3 Invoice Reviews

Provide online invoices, (with a print or download option), that contain at least the following information: billing account number; account name; invoice date; invoice number; billing cycle date; current invoice amount; balance, payments and credits; summary of usage and equipment charges and fees; call/usage detail by mobile number; access to historical invoice information; etc. provide online access to agency wireless usage data via reports that assist with invoice certification at the Enterprise and Task Order levels

11.1.4 Contracting Officer Report

11.1.4.1 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 5 business days of any order being placed. Only columns 1 through 23 plus column 53 apply to GCPC purchases.

Column Headings

1	Task Order # or indication of GCPC purchase
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 Primary Task Order POC for invoices
9	Invoice Primary POC phone
10	Invoice Primary POC email address
11	Notification (60-80%) POC name
12	Notification (60-80%) POC phone number
13	Notification (60-80%) POC email address
14	Secondary POC email address
15	Third POC email address
16	Secondary 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)

11.2 Reporting - Task Order data elements— Invoice Notification—Usage Reports/data elements. The contractor shall include the data elements for Task Orders on the Task Order platform, and shall provide all Task Order data elements on the Enterprise Level Platform (See 11.1.1). Enterprise Level shall provide additional contract-wide data as set forth herein. Task Order data shall include any Task Order activity for the previous month by Task Order by month with current and cumulative totals, this includes data from the issuance of an order or modification and usage data generated from billing information. Task Order data elements are shown below. Notification: An email notification that the Invoice is available on the web for downloading and review must be sent to the Task Order invoice POC within two days of posting invoice to Task Order Platform. Invoices shall be posted to the Task Order Platform by the 10<sup>th</sup> of each month for the billing cycle last closed. The Government needs to accept services and certify the invoice prior to payment of the invoice. Access: Contractors shall provide access to the Task Order Platform to those individuals identified in the Task Order and as may be subsequently amended by the Ordering Officer or COR in writing. (Government is required to update POC information and notify the contractor when people and contact information change.) Access to the Task Order Platform shall be monitored by the Ordering Office and the COR to ensure only those individuals with a need to know (designated on the Task Order or by the Contract Office) obtain access. The Contracting Officer and Contracting Officer designates shall have full access to

all levels all Platforms all data. Access to the End user Platform shall be granted via the contractor's login process to DON Personnel. The following access capabilities and data elements are required:

11.2.1 The Contractor shall provide, the Order Ordering Officer, COR, or other designated Technical Point of Contact, unlimited online (or web) access to the Task Order Platform reporting data as described above.

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

11.2.3 Platforms shall provide data by one full month of usage data, and be delineated by month and year.

11.2.4 Platform data must be downloadable from Contractor web site in a modifiable Excel or CSV formatted file in accordance with schedule set forth in 11.uu.

11.2.5 Task Order Usage reports. Contractor shall include usage reports containing, at a minimum, the following data elements [For clarification: Task Order Level and UIC Level are interchangeable terms, included with them is the GCPC data, and they all comprise the 'Task Order Level'; Enterprise Level means comprehensive of all Government wireless contract usage, broken down by Task Order/GCPC] as described below.

:

a. Task Order Level usage data that includes, but is not limited to the following:

- (i) List the total amount of spend to date (definition of 'spend' found at PWS Paragraph 7www)

Specify timeframe of spend data (for example: from "this date" to "that date")  
include both Task Order and GCPC purchase information, as appropriate for the order  
include total spend for Task Order or GCPC purchase inclusive of any modifications as appropriate

- (ii) ). List devices DON customers are acquiring  
specify timeframe (for example: from "this date" to "that date") of devices purchased  
list totals for each device CLIN include model/type info (# of Voice Phones, #Smartphones, #Tablets, # of Data cards, # of other devices)  
list number of free 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 plans ordered by CLIN  
Identify timeframe of data (for example: from "this date" to "that date") of CLINs ordered list dollars obligated per CLIN

- (iv) List ordered items on the Other Plan and the International Plan by CLIN unique number  
specify timeframe of data (for example: from "this date" to "that date")  
list total quantities and dollars obligated by CLIN (plans & devices)

- (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 plan  
list dollar amount consumed for overages for voice per plan

- (vi) Trend analysis and optimization recommendations at the Task Order Level

- (vii) Totals by Period of Performance Info list obligated amount per order period of performance list the Period of Performance per order identify if Option Periods are

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 GCPC 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)

b. The aforementioned usage data elements shall be posted in a timely manner in accordance with 7tt for Task Order Platform.

11.2.6 Task Order Spend/Usage Notification: Contractor shall notify the Ordering Officer and others as identified on individual Task Orders (e.g. COR, Wireless Manager, or GCPC holder) as set forth in Paragraph 10.16

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

11.3.1 Contractor shall provide a dedicated Program Manager to work with the DON 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 . (POC name and contact information shall be included on Attachment J-009, Contractor's POC Manager and on Enterprise Level Platform [PWS paragraph 7tt]

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

- a. Serving as direct contact, for DON Wireless Program/Contract Office and DON 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

11.3.3 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.

11.3.4 Data Calls. Data calls are urgent requests for data not currently available to the Contracting Office from the web platforms, or for data not required by the PWS or not required in the specific configuration requested. Data calls come from higher echelon and are usually extremely urgent and not at the direction of or under the control of the Contracting Office. Contractor shall use its best effort to provide the required data within the timeframe requested. The frequency of data calls cannot be foretold, but are usually very infrequent with the possible exception of fiscal year end.

11.4. Customer Service - End user (or UIC) and Task Order Levels:

11.4.1 Contractor shall provide a dedicated Program Manager to work with 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. (POC name and contact information shall be included on Attachment J-009, Contractor's POC Manager and on End User and Task Order Platforms [PWS paragraph 7tt])

11.4.2 Contractor shall provide customer service to Government wireless contract end users in support of pre- and post ordering/sales issues, using dedicated Customer Service Representatives (CSRs), familiar with DON 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
- d. Post customer service processes on End user platform. (Warranty replacement, lost/stolen/broken equipment replacement, problem resolution processes, etc)

11.4.3 Contractor shall provide and maintain a dedicated website (for DON exclusively) with multiple access levels [3 platforms (see 11.uu)]. The dedicated website platforms shall provide access to reporting tools. [In accordance with 11.uu., the portal shall allow only users with the appropriate access permissions (i.e. Enterprise Level, or Task Order Level) to link to reporting tools. The dedicated website platforms shall provide information and services to support DON-- including end users/customers, the Contracting Officer, Ordering Officers, Wireless Managers/CORs and billing POCs. The dedicated website shall include an Online Customer Help Function (OCHF) which shall provide customer service processes and helpful end user information. Contractor's universal service information, such as coverage and handset user guides may reside on the commercial website available outside the dedicated Government website; however, there shall be a link from the dedicated website to the information located outside the dedicated Government website. Where information resides outside of the exclusive Government website, it shall not contain pricing or other procurement sensitive information. The dedicated website 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. Online access to contractor's Customer Service Representatives (CSRs) [contact information including name, title, email web link, etc.] (see 15.4.2 above)
- g. Answers to Frequently Asked Questions (FAQ) from DON 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 no additional cost and discounted devices—identified as such, shown for each plan. Devices offered for the refurbished replacement CLINs shall also be shown. 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-006 through J-007 International zones as contractor describes them)
  - l. Link to Government website for access to Wireless contracts and a link to the PKI registration page
  - m. Current International information by country for voice, texting, data (phones), and 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 CLIN prices are not exceeded and contract requirements and Task Order RFP requirements are met.

n. Devices and services in-scope, but only available in CLINs under non-specified services or devices shall be listed and identified separately from CLIN plans and devices. Priced devices offered under plans shall be listed separately from FREE/DISCOUNTED 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 CLIN 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 CLINs, 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 CLINs), 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 CLINs. Supplemental information seeking to limit or further define (limit) what is and is not covered under the CLINs is not allowed under this contract and may not be shown on the contractor's dedicated Government 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

11.4.4 Contractor shall support on-line invoice 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 GCPC shall be identified as a GCPC Purchase. 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 CLIN 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) provided by contractor when order is placed

e. Order Award amount

f. Modifications to order

g. Current revised order amount

h. Amount invoiced to date

i. Amount invoiced on this invoice

j. Amount remaining from new order amount less all invoiced amounts

11.4.5 Contractors shall cooperate fully with Telecommunications Expense Management Service (TEMS) contractors and provide requested data and data access as notified through written direction by the Contracting Officer.

11.5. 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:

11.5.1 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.

11.5.2 Contractor's Emergency Response Team shall have the bandwidth to assist all DON 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

11.5.3 After Action Report shall be provided to the Ordering Officer covering any Contingency Communication action affecting any DON Government Area. The report shall detail 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.

11.6. Transition - Change of Contract vehicle (Order) and change of Service Provider: The Government 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.

11.6.1 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 Government's Transition requirements for change of contractors are listed below.

11.6.2 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.

11.6.3 Contractors shall provide a Task Order Notice, in an electronic format via email (Word or Excel) that identifies existing end users by line, by order, to the Ordering Officer and others as identified on individual Task Orders (e.g. Ordering Officer, COR, Wireless Manager, or GCPC holder) holder 60 days prior to the end of the performance period, current at the time. The following information for end users shall be provided:

- a. Contract Number and Task Order/Purchase Order Number
- b. Phone number s (if applicable) by name
- c. End date of period of performance
- d. Contractor provided "Account Number" associated with the order
- e. Ordering Officer and POC contact information (to include but not limited to name, phone number and email address)
- f. List of current devices by end user and identify whether device is end of life or will continue to be supported by the contractor beyond the order period of performance.

11.6.4 Contractors shall provide a transition guide for Government 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 CLIN 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.

11.6.5 In addition to the guide, contractors shall include porting instructions to be followed and the instructions shall be posted on the website. These instructions shall include the process from transferring contact information on current devices in use to the new devices that may be used.

11.6.6 All contractors shall, at the request of the Contacting Officer, send out a mass text message to all users that have been provided wireless services under an order against this contract. Only the Contracting Officer may request an all-user mass text message. All handheld devices shall be capable of receiving these texts, and these texts shall be at no charge. The Contracting Officer shall provide message if and when a mass text is warranted. Ordering Officers may include a similar requirement at the Task Order level after approval from Contracting Officer, in which case, the RFP shall contain the specific use, conditions, and the Task Order shall identify the responsible party.

11.6.7 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 DON customers as requested by and coordinated with the Government.

11.7 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 2016), subject to availability of funds. Contractor shall provide notices via email and or texting to each end user when services are approaching 1.5 months of the end of service and there is no follow-on Task Order or contract in place. Contractor may implement a structured approach where Ordering Offices and CORs are notified initially, and at 3 weeks prior to shut off, all remaining end users receive a text notification. Contractors shall advise the Contracting Officer of end users subject to shut-off in accordance with reporting requirements herein.

## **12.0 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:

12.1 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 2 business days of any change. (POCs shall be posted appropriate Platform levels [PWS 7tt])

12.2 Contractors shall keep a list on the Government-dedicated, contractor-provided website platforms 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 2 business days of any change.

### **12.3 Quality Certification**

12.3.1 Contractors shall certify to the contract Contracting Officer once per month, by the 10<sup>th</sup>, that all information and data, as required herein, is accurately and timely posted on the Government-dedicated, contractor-provided website in the appropriate platforms; and that other contractor data is current within 3 business days of a change, deletion, or addition to contractor information (e.g. POC contact information, international prices or locations, devices go out of service, new devices are available, contract guide, etc.)

12.3.2 Certifications shall use the form at Attachment J-011

12.3.3 Quality Control Plan. The contractor shall submit, for Contracting Officer Approval, a Quality Control Plan addressing the contractor's Task Order Issue Resolution Process. This is a deliverable under the contract and must be submitted and approved within 30 days of contract award. Upon approval of the Plan, the contractor shall post it on the End User and Ordering Officer platforms. The Quality Control Plan shall include, but is not limited to, the following:

i. Description of contractor's plan to address quality control for services, coverage (voice, PTT, data) devices, customer service, data acquisition, data integrity, invoice process, invoice integrity, international services, and website requirements, in plain English.

ii. Description of contractor's plan to address quality control regarding dead zones, dropped calls, faulty equipment, and coverage lapses and failures. The Plan shall detail the contractor's procedures resolution of

potential issues within a three day timeframe, and a process for addressing issues needing a longer time for resolution.

ii. Describe contractor’s methods and or processes for identifying deficiencies in transitioning from one contractor to another and resolving issues that may arise relating to NMCI, delivery of equipment, and porting issues.

iii. Description of contractor’s system to maintain files on information regarding inspections and other quality and internal control actions that are documented. The plan also has to have included in it a way to allow Government to receive any requested file.

iv. The plan shall be updated to endure that policies, practices, procedures, etc current.

12.4 Problems, Issues, Resolutions

12.4.1 Report outstanding (unresolved) Task Order problems, issues, resolutions to the Contracting Officer and the Ordering Officer on a monthly basis by the 10<sup>th</sup> of the month.

12.4.2 Reporting

12.4.1 Data on all orders shall be posted on the Government-dedicated, contractor-provided website in accordance with PWS paragraph 7tt

12.5.2 Required reports with required due dates/frequency are listed in Attachment J-010, Contracts Data Item List

12.6 Data Posting

12.6.1 All reportable data elements required herein shall be posted on the Government-dedicated, contractor-provided website in accordance with PWS paragraph 7tt

**13.0 PERFORMANCE REQUIREMENTS SUMMARY**

13.1 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
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Delivery of devices	Delivery of devices upon issuance of order	Assessment by the Ordering Officer/COR/Wireless Manager for the order	90% of the devices are delivered within 5 business days of issuance of order	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Option, and or Acceptability or best value for future awards.
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Invoices	Content and submission of Invoices are in accordance with contract procedures, are timely, accurate, and complete and posted to the Task Order Platform by the 10 <sup>th</sup> of each month, Contractor cooperates with Government to resolve invoice issues.	Review and acceptance of the invoice by person/s identified in Task Order.	100% of the invoices are timely. 95% of invoice issues resolved within 60 days.	Past performance will be considered in determining Acceptability for Exercise of Contract and Task Order Option, and or Acceptability or best value for future awards.
Task Order Notifications	Notify Ordering Officer by email and phone call in accordance with <b>PWS Paragraph 10.16</b>	Assessment by the Ordering Officer	100% of the time email notifications and phone calls are made to the Ordering Officer in accordance with PWS Paragraph 10.16	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.

PERFORMANCE ELEMENT	PERFORMANCE REQUIREMENT	SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	INCENTIVES/ DISINCENTIVES
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Website-- Enterprise level	In accordance with PWS Paragraph 7tt and <b>PWS Section 11.0</b>	Assessment by the Contracting Officer	Meets 100% of the contract requirements for Government Dedicated Contractor-Provided websites set forth in the PWS for the	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
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			Enterprise level	awards.
Website—End user and Task Order Levels	In accordance with PWS Paragraph 7ttand <b>PWS Section 11.0</b>	Assessment by the Ordering Officer/COR at the Task Order level	Meets 100% of the contract requirements for Government Dedicated Contractor- Provided websites set forth in the PWS for the End User and Ordering Officer levels	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.
Invoice Notifications	Notify COR or POC as stated in Orders, within 2 days of posting invoice on the Task Order Platform	Assessment by the Task Order POC for Invoice Reviews	100% of the time notifications are made within one to two business days of posting invoice to Task Order Platform	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.

<b>PERFORMANCE ELEMENT</b>	<b>PERFORMANCE REQUIREMENT</b>	<b>SURVEILLANCE</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>INCENTIVES/ DISINCENTIVES</b>
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Voice/texts Coverage – Domestic, (voice devices, Smart Phones, Flat Rate, PTT etc.)	Voice/texts Coverage, reception and transmission for locations 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 Option, and or Acceptability or best value for future Task Order awards.
Data Coverage, reception and transmission – Domestic, -- other than emails, Smart Phones, Data Cards, Tablets, Tethering etc.)	Data 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 Option, and or Acceptability or best value for future Task Order awards.
Email Coverage – Domestic, (smartphones, etc.)	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 Option, and or Acceptability or best value for future Task Order awards.

<b>PERFORMANCE ELEMENT</b>	<b>PERFORMANCE REQUIREMENT</b>	<b>SURVEILLANCE</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>INCENTIVES/ DISINCENTIVES</b>
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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 Option, and or Acceptability or best value for future 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 Option, and or Acceptability or best value for future Task Order awards.

<b>PERFORMANCE ELEMENT</b>	<b>PERFORMANCE REQUIREMENT</b>	<b>SURVEILLANCE</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>INCENTIVES/ DISINCENTIVES</b>
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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.
Transitions	Transitions from one contractor to another are accomplished in accordance with the Task Order transition plan	Assessment of transition from one contractor to another by Ordering Officer or COR	Contractor performs transitions in accordance with Task Order Transition Plan	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.
Customer Service	Customer Service is in compliance with the PWS requirements, Issue resolution is in accordance with Quality Control Plan approved by the contracting Officer	Assessment of compliance by Ordering Officer or COR and Contracting Officer	Contractor performs Customer Service and Issue Resolution in accordance with PWS and Quality Control Plan	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.

<b>PERFORMANCE ELEMENT</b>	<b>PERFORMANCE REQUIREMENT</b>	<b>SURVEILLANCE</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>INCENTIVES/ DISINCENTIVES</b>
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Issue Resolution	Customer Service is in compliance with the PWS requirements, Issue resolution is in accordance with Quality Control Plan approved by the contracting Officer	Assessment of compliance by Ordering Officer or COR and Contracting Officer	Contractor performs Customer Service and Issue Resolution in accordance with PWS and Quality Control Plan	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.
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