

Solicitation N00244-16-R-0018 Questions (Cont. -- Part Two)

No.	RFP/SOW Reference	Reference Statement/Requirement	Question	Government Response
83	Attachment J-001-ELIN AA02		Will the Navy consider non-pooling data plans as well?	Yes, the Government will consider non-pooling data plans as well as a non-specified offering under the AD02 “Other Services Non-Specified” ELIN.
84	Attachment J-001-ELIN AA04		Is this ELIN for unlimited voice or data or both?	This ELIN is for “unlimited” voice, text and data. The Government will remove the word “Only” from this description.
85	Attachment J-001-ELIN AC01-AC22		How does the Navy plan to account for device price depreciation? (i.e. price of devices will be lower as devices approach the end of their life cycle, ex. May 2017)	Offerors should factor device depreciation in their pricing strategy. The Government’s requirement is for “one generation behind” devices packaged with the “Services with Devices” ELIN.
86	Attachment J-001-ELIN AC09		Is AC09 a typo/duplicate? How does it differ from AC10?	ELIN AC09 should read as follows: “Network Device—Android Smartphone (Type 1-16GB). The Government will make that correction.
87	Attachment J-001 -ELIN AC23	(Non-Network Devices—Feature Phones w/PTT, Non-network Smartphones, Tablets)	Please clarify what the Navy expects in this field	ELIN AC23 should read as follows: “Non-Network Device—Smartphone”. The Government will make this correction. The Government expects the Offeror to bid/provide the average cost per a non-network smartphone device (can be other than Android, iOS, or RIM platforms).
88	Attachment J-001-ELIN AD01	International Services	Can we expand this description to include different international options?	Customer requirements for international services will be established and defined in each competed Task Order. Contract awardees will propose on international services based on its ability to satisfy that requirement given its international service offering. The Government has estimated the spend amount (per year) and provided that number (to be used for evaluation purposes) in the “Extended Price” column of Attachment J-001. An Offeror shall use this number in its proposal.
89	Attachment J-001-ELIN AD02	Other Services Non-Specified (e.g. M2M, MDM, MAAS, IOTs)	This category has the potential for various pricing, how would you like us to communicate this back to the Navy? Attachments, Appendix, etc.?	The Government has estimated the spend amount (per year) and provided that number (to be used for evaluation purposes) in the “ Extended Price ” column of Attachment J-001. An Offeror shall use this number in its proposal.
90	Attachment J-001-ELIN AD03	Other Wireless, Cellular and Mobile Equipment Non-Specified	Please clarify what the Navy expects in this field.	The Government has estimated the spend amount (per year) and provided that number (to be used for evaluation purposes) in the “ Extended Price ” column of Attachment J-001. An Offeror shall use this number in its proposal.

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91	ELIN AD04	Device Accessories (e.g. Car Chargers, Phone Cases, Front Clear Cover, Tablet Cases, etc.)	Please clarify if accessories are an optional requirement or if these ancillary items will be purchased as part of the Contract.	The Government has estimated the spend amount (per year) and provided that number (to be used for evaluation purposes) in the “ Extended Price ” column of Attachment J-001. An Offeror shall use this number in its proposal. Please note that no equipment, accessories, etc. can be purchased under the resulting awarded contracts “unless” customers have already obtained wireless services under contract.
92	Clauses	Clauses Incorporated by Reference	It appears that the clauses incorporated by reference include duplication (e.g. FAR 52.225-6, which overlaps with 52.212-3) inconsistent with FAR Part 12, which requires agencies to only include those clauses (1) required to implement provisions of law or executive orders applicable to the acquisition of commercial items, or (2) determined to be consistent with customary commercial practice. Please review these clauses to ensure that their inclusion is consistent with the FAR.	FAR 52.225-6 will be removed.
93	Page 67-Program Amount	Program Amount	Does the program ceiling amount apply to all orders under the contract inclusive of Federal Civilian orders?	Yes, the program ceiling amount is for all orders under the contract, inclusive of other Federal (non-DOD) orders.
94	Page 69-1.0 Overview	1.0.1 Purpose	Please revise the solicitation to clarify any telecommunications services/hardware that are not within the scope of the resulting agreement e.g. laptops.	The Government will revise to include language for clarification. The scope of this requirement is for wireless mobile cellular devices and services, which cover non-desktop, non-laptop and small form factor wireless end user devices including hardware (i.e. handsets, tablets, wireless modems such as air cards and associated wireless mobile cellular services.
95	Page 69-1.0 Overview	1.0.1 Purpose	Please revise the solicitation to clarify that Military Members and Federal Civilians are purchasing government liable services only (not personal service) under this contract. Please also clarify that Military Members and Federal Civilians refer to agencies and not individuals.	The Government will revise to include language for clarification. However, the clarification of use by Military Members and Federal Civilian “Agencies” has been made on in Section 1.1.1 of the solicitation. “The scope of this requirement covers the Government’s DoN, DOD and Government-Wide Agencies requirement for wireless and cellular telecommunication services...” Additionally, at the bottom of the 2 nd paragraph of Section 1.1.1, it is stated that “This contract cannot be used for civilians to purchase for other than official use wireless services.”

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96	Page 70-1.1.1	1.1.1 Scope	Please remove the statement that contractors will provide end-to-end services as calls/data are transmitted over multiple networks for delivery, such as wireline, other wireless service providers, application hosts or internet.	The Government has revised the 2 nd sentence of the Scope in Section 1.1.1, of the solicitation as follows: "Contractor shall be responsible for providing services that comport with acceptable industry standards and the mission-essential functions outlined by the Government in individual task orders. The words "end-to-end" will be removed.
97	Page 70-1.1.1	1.1.1 Scope	Please revise the solicitation to clarify that NAVSUP is seeking access to our commercial network subject to our commercial practices and is not requiring Contractors to modify the commercial network/infrastructure to meet military mission requirements. For example, updates and enhancements to networks will be in the normal course of maintaining our network.	The Government confirms that the expectation is to access the commercial wireless services.
98	Page 70-1.1.1	1.1.1 Scope: EMM Services, In-Building Solutions	Please revise the solicitation to define "Internet Devices"	On Page 73, in Section 2.1, the Government defines "Internet Devices" as follows..."(e.g. Data Cards, mobile WiFi hotspots, MiFi)".
99	Page 71-1.1.5	1.1.5 OMB, DOD and Agency Policies	How will Contractor be notified of non NAVSUP program managers?	The Government does not expect contract holders to enforce the use of Program Managers for each Agency. However, the Government " does " expect contract holders to grant Enterprise Platform web portal access as requested by the designated Agency Program Managers.
100	Page 73-1.6	1.6 Proprietary and/or Trade Secret Information	Will NAVSUP handle all FOIA requests under this contract or will individual agencies follow their own FOIA procedures for information requests related to this contract? If NAVSUP agrees to protect information at the contract level, how will that be communicated to agencies purchasing under the contract to ensure that they do not release such information (for example, in FPDS)?	Each task order FOIA request is handled by the cognizant agency's Office of Counsel in accordance with its procedures for releasing information. Basic contract FOIA requests will be handled FLCSD Office of Counsel in accordance with its procedures for releasing information. As stated in the FOIA clause, if the contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the FOIA.
101	Page 73-2.1.1	2.1.1 Task Orders	Is the exception to the "fair opportunity basis" at \$2,500.00 or the \$3,500 Micro Purchase Threshold?	Below \$2,500.00 is the threshold for micro-purchases under services.

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102	Page 73-2.1.2.i	2.1.2.i Task Orders	Will RFPS over \$5,000,000 be offered to contract holders or will the threshold be \$5,500,00 as set forth in the FAR?	<u>Although all orders regardless of dollar value may be competed. All orders above the simplified acquisition threshold (\$150K) shall be competed among all Wireless contract holders. Orders below \$150K can be awarded using the pricing established under the MACS. Additionally there is no requirement to compete orders under the micro-purchase threshold (\$2,500). Therefore, competition requirements in DFARS 216.505-70 (c), FAR 2.101 and FAR 16.5, for Fair Opportunity will be met.</u>
103	Page 82-7.0.r.	7.0.r General Requirements and Definitions	Description of reporting requirements at the different levels (contract, agency, TO, etc.) is unclear. Please clarify what reporting is required at the enterprise/master contract level, agency level and task order level.	The Government requires the reports as currently provided via the Spiral 2 DON Wireless IDIQ contracts. Reports must provide actual usage data via the monthly invoice (again, as currently provided via the Spiral 2 contract). Wireless Account Managers will be granted "Task Order Level" access to vendor portals; they will obtain "only" their account usage information. However, the Agency appointed "Wireless Program Manager" will have Enterprise Level access to the portal. They will only obtain their Agency's information. The Wireless Program Manager will receive (or be able to download) that data monthly in the format defined in attachment "J-018 Execution Standard Vendor Template.xls." The Enterprise Level portal access will enable the Wireless Program Manager to see all of its Agency's usage data and spend (i.e the same level of access currently provided (in Spiral 2) to the DON Wireless Contracts Program Office. NOTE: For the Spiral 3 contracts, DON will be the Program Management Office for the "entire" contract. As such, as a requirement the DON Wireless Contracts Program Office will receive J-018, which is summary level data for "all other" agencies using the contracts. This will be provided to DON monthly in order to track total spend and usage data.
104	Page 82-7.0.r.	7.0.r General Requirements and Definitions	Please add language to clarify consent from ordering entities for contractor to share their information, "Ordering entity consents to the disclosure of all of its account information by the vendor to the NAVSUP and Contracting Officer."	The Government will add this language to paragraph 10 of the PWS. "Use of the wireless cellular services MACs constitutes consent by the Ordering entities to have MAC holders disclose all Ordering Entity account information to NAVSUP and the Contracting Officer."

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105	Page 117-1.1, 1.5	1.1, 1.5 General Instructions	Because it is customary commercial practice for service providers to include commercial terms of use for its service for all customers, please remove the 2nd sentence that reads "As such, offers that take exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award." (See FAR 12.302, Tailoring of provisions and clauses for the acquisition of commercial items.)	No. As stated clearly in the RFP any <u>offers that takes exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award.</u>
106	Page 117-1.5	1.5 General Instructions	Section 1.5 references that "Offerors...must state how all RFP and PWS requirements (Minimum Requirements) will be met". However, Volume III - Technical Capability only requires information be provided on Coverage and Devices. Please advise where the other PWS requirements should be addressed.	Please see Volume III Technical Capability. The requirement is to complete attachments J-002 thru J-010 and provide a narrative for subfactor: (a) Coverage and (b) Devices.
107	Page 118-2.0	2.0 Proposal Format and Content	Please indicate where in the proposal response Offerors can address items not specified in the Instructions to Offerors. For example, Vol. III, Technical Capability, <u>only requires information on coverage, devices, and attachments J-002 to J-010.</u> Where are offerors to include information about service plans, reporting capabilities, program management etc. so that they can demonstrate their understanding of the PWS requirements?	See response to Q110.
108	Page 118-2.0	2.0 Proposal Format and Content	Please confirm whether offerors must include in Vol. I the TAA certification required under FAR 52.225-6 if they already have such certifications incorporated in their SAM registration under 52.212-3?	FAR 52.225-6 will be removed. Offerors shall submit TAA certifications IAW 52.212-3.
109	Page 119-3.1.2	3.1.2 Specific Volume Instructions – Volume I	Does DoN want Attachment J-012 (Past Performance Data Survey) included in Volume I or Volume IV? It is listed in both Volumes in Instructions.	Volume IV- Past Performance (Past Performance Data Survey)
110	Page 119-3.1.2	3.1.2 Specific Volume Instructions – Volume I	Where should Offeror's include Attachment J-011 (POC) because it is not referenced in the RFP?	This is a Post Award action (see PWS section 12.3.1 – Certifications).
111	Page 121-3.3	3.3 Volume III – Technical Capability	Section 3.3 references that "there shall be no cost or pricing information included in any part of Volume III". Does this pertain to dollar (\$) value only, or does it include any reference to price, such as no cost, no charge, free, at no expense, included, etc.?	The Technical Capability narrative does not require pricing information. Volume III – Technical Capability – <u>As stated in the RFP. There shall be no cost or pricing information included in any part of VOLUME III.</u>

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112	Pages 123-124-3.5	3.5 Specific Volume Instruction – Volume V	Are all Volumes, with the exception of Volume II-Pricing, considered “technical proposals”? If so, should the Offeror include any Small Business totals related to the specific subcontracting goals in Volume II – Pricing instead of Volume 5 - Small Business Subcontracting Plan?	As stated in section L of the RFP section 2.0 each volume is identified separately.
113	Page 128-BAA/TAA	Buy American/TAA	To ensure there is sufficient time to complete a TAA analysis, please describe specific accessories to be acquired under the contract. Offerors have hundreds of accessories available that the government is not likely to purchase and it would be unnecessarily burdensome to provide TAA information for such products.	See Market Basket Attachment J-017—As stated in the RFP. Consider the TAA applicable to this acquisition and consider that the Government will be buying supplies like: Smartphones, Cellular devices, tablets, accessories subject to the TAA.
114	Attachment J-001-AA02, AB02	AA02, AB02	AA02 has 3GB of data but AB02 only has 2GB of data. Please clarify if the difference is intentional.	Correction has been made for the specified data pooling ELINs. The Government requires 3GB for data pooling.
115	Attachment J-001-AC01-AC22	AC01-AC22	Please describe what is meant by device "type 1" and "type 2".	The Government has provided the platforms of smartphones currently approved for Network use. The Government also provided the various storage or memory sizes for each platform. Note: The “Service Enabled Devices” ELINs (the AC ELINs) are the current or latest devices available; not one generation behind. For example, iOS smartphone, Type 1-16GB would be an iPhone 6, 16GB. iOS smartphone Type 2 would be an iPhone 6 Plus, etc. Given the various models for each platform, enables the carrier to price its available smartphones based on the platforms and storage/memory sizes provided.
116	Attachment J-001-AC23	AC23 Non-Network Devices—Feature Phones w/PTT, Non-Network Smartphones, Tablets	Should Offerors include a price under AC23? If so, pricing varies and the ability to provide multiple devices and prices will be required. If only one cell item is available, offerors will be forced to price all devices at the highest device price.	The Government will make this correction. ELIN AC23 should read as follows: “Non-Network Device—Smartphone.” The Government expects the Offeror to provide the average cost per a non-network smartphone device (can be other than Android, iOS, or RIM platforms).
117	Attachment J-001	Service Enabled Devices	If an Offeror does not have a device that meets the requirements of a particular ELIN under Service Enabled Devices, will the Offeror be excluded from award consideration, as described on page 127, Section 4.4.4?	Yes

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118	Attachment J-001	Services with Devices	Where do Offerors indicate the device(s) that are included in a plan at \$0.00?	As stated in 3.2.5. A proposal that leaves a blank or zeros for any ELIN unit prices, will not be considered for award for that item for the base period, unless the proposal clearly states that that ELIN item is not separately priced (NSP), and may be ordered at \$0.00 price. The Contracting Officer, at her/his sole discretion, may consider requests to include items not in the original proposal, for the out years. The items will be added at a competitively developed price.
119	Attachment J-003-Navy Installations	Navy Installations-Portsmouth, NH	Please clarify zip code for accurate coverage assessment.	The Government provided Attachment J-003 for informational purposes only and to assist Carriers in determining where the Government needs coverage. The Government will revise Attachment J-003 to make zip code correction to 03801-5000.
120	Attachment J-003-Navy Installations	Navy Installations-Lakehurst, NJ	Please clarify zip code for accurate coverage assessment.	See Answer to Q124. The Government will revise Attachment J-003 to make zip code correction to 08733-5041.
121	Attachment J-007-Other DOD Agencies	Other DOD Agencies	Please clarify zip code for accurate coverage assessment.	The Government provided Attachment J-007 for informational purposes only and to assist Carriers in determining where the Government needs coverage. The Government will revise Attachment J-007 to make zip code correction to 99501.
122	General	General	In the course of preparing a response to N00244-16-R-0018, please permit offerors the opportunity to pose additional questions should they arise.	Additional questions will be answered as time permits.
123	General	General	Confirm that, if awarded, the contractor's proposal response will be incorporated into the contract terms and conditions.	Yes, as long as the proposal does not conflict with the terms and conditions of the solicitation.
124	General	General	Please grant an extension of 2 weeks after receipt of answers to questions to allow Offerors sufficient time to review and modify proposals.	An extension will be provided with these answers. Any additional questions received may not necessarily further extend the closing date of the solicitation.
125	ECMRA Clause		ECMRA - is this section necessary, (it appears to be for the Motorcycle Traffic Safety Training Program)?	This has been revised.

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126			Will the Navy treat handsets or any other devices the Navy or other government entities purchase under this contract for wireless services as domestic end products under the Buy America Act clause (given that handsets are generally not manufactured in the United States)?	<p>No. As stated in the RFP section M of the solicitation. <u>In accordance with DFARS 225.401-70, the acquisition of cellular devices and like equipment is subject to the Trade Agreements Act (TAA).</u> Accordingly, all required FAR and DFAR clauses regarding the TAA (see DFARS, Subpart 225.11) will be in the solicitation and resulting contract. Having said that, if all offerors in a competitive environment can provide only foreign made items from a non-qualifying country (e.g. China or Vietnam, or others not covered under the trade agreements), the Contracting Officer may nevertheless make an award to a contractor providing those foreign made goods in accordance with DFARS 225.403(c)(i)(A).</p> <p><u>Therefore, the TAA applicability to this acquisition and consider that the Government will be buying supplies like: Smartphones, Cellular devices, tablets, accessories subject to the TAA -- see also the Market Basket attachment J-017.</u></p> <p>NOTE: Additional FAR clauses applicable that apply to NON-DOD agencies include FAR 52.225-1 through 52.225-8.</p>
127			Will there be "government furnished property" under this wireless service contract?	Please refer to the clause entitled, "GOVERNMENT –FURNISHED PROPTERY, MATERIAL AND SERVICES' (Pages 58-59 of 128).
128			It is not clear why the Navy is using both this clause (DFARS 252.225-7020, Trade Agreements Certificate-Basic) and the FAR version of it. Which clause must [REDACTED], as offeror, complete?	Both clauses apply as these MACs may service DOD and NON-DOD agencies. Complete DFARS 252.225-7020, Trade Agreements Certificate-Basic and attachment J-017 Market Basket to satisfy this requirement.
129			It is not clear why the Navy is using both this clause (DFARS 252.225-7021, Trade Agreements-Basic) and the FAR version. Which version will apply to this RFP?	Both clauses apply as these MACs may service DOD and NON-DOD agencies. These clauses must be incorporated at contract level not at individual task order level.
130			Which version applies, this (DFARS 252.225-7036, Buy American--Free Trade Agreement--Balance of Payments Program-Basic) or the FAR version	Applies. DFARS 252.225-7036

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131			Will DFARS 252.245-7003, Contractor Property Management System Administration, be applicable considering [REDACTED] will be providing wireless services?	Applicable. Whenever FAR 52.245-1 is used.
132			On page 122 - Section 3.24, "Original + 4 copies"; however, page 120 states otherwise, 52.212-1, that "1 original, 2 copies"; please clarify the requirements of Section 3.24 as they seem to be in conflict with 52.212-1 as it pertains to the copies of the volume and/or SF 1449	The SUMMARY price sheet needs to be submitted in Volume 1.0 – Offer. Addendum 52.212-1 (Section L) Instructions to offers Section 2.0 proposal format and contents table specifies the number of copies to be submitted.
133			52.212-1 states font size requirements of Times New Roman 12, are we at liberty to use a larger font in Section Titles or Subtitles and/or at liberty to use a smaller size font in tables and graphics?	Yes.
134			Are you going extend the due date of the response to allow adequate time for review of all answers?	Yes.
135		Page 110, PWS Section 12.3.1,	Certifications shall use the form at Attachment J-011. In Amendment 0003 your response was revised indicating J-014 should be provided instead.	J-014
136		Is Attachment J-011	Please confirm which volume should include Attachment J-011.	Under Volume I – Please submit a completed attachment J-011. Contractors URL website (must be in this format as detailed in J-011). Section 3.1.2 will be revised f) J-011.
137		Pricing	Is AA07 just overage associated with AA06 or is it meant to be stand alone?	AA06 is the monthly reoccurring charge for a smart phone and AA07 is additional data that can be purchased for that smart phone.
138		Bid Management	52.212-1 sates font size requirements of Times New Roman 12, are we are liberty to use a larger font in Section Titles or Subtitles and/or at liberty to use a smaller size font in tables and graphics?	As stated in the solicitation. The Government <u>prefers (not mandated) one-inch margins</u> on all sides and single-spaced, <u>12 point Times New Roman</u> font with normal spacing, fold out pages up to size 17 x 11 inches only for diagrams, charts, or graphic material, with the type size(s) of such material left to offeror’s discretion and pages of each volume numbered consecutively.
139		Bid Management	DON requests preferred margins of 1”; considering the difficulty with adhering to this standard throughout the entire response, specifically with the DON attachments, do we have some flexibility in this regard?	See response to question 144.

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140	74	2.1.4	Please remove the "note" under this section as the responsibility to not incur international charges without funding is the responsibility of the government. Carriers can only prevent international charges as their commercial systems permit and including this requirement would require carriers to tailor their commercial billing and IT systems to meet the needs of the government.	This requirement is in the current Spiral 2 contracts. To incur charges not funded up front constitutes an Anti-Deficiency Act Violation.
141	78	2.2.22	Clarify that ELINs AB01, AB02, AB03 and AB04 are the only ELINs available to users that purchase one of the "no additional cost or discounted cost devices" listed in AC01 through AC29.	The Government confirms that the services with devices ELINs are the only ELINs available to users to obtain "no additional cost or discounted cost devices" listed in the service enabled devices ELINs. This is true for the base and option periods of the contracts.
142	80	General Requirements	Please revise the solicitation to remove the requirement to offer unlimited data "without data throttling" as this is a "commercial acquisition for mobile, wireless (and cellular) services and devices." [page 73, Section 2.1]. It is common industry practice for carriers to manage their commercial wireless network so that the those on unlimited plans do not consume data in such a manner that their consumption could adversely impact the experience of other government, consumer and business customers that utilize the same network.	The Government will incorporate language to the PWS that states, "After 20+ Gigabytes per device per month have been downloaded that speed may be decreased by some contractors."
143	95	10.11.1	Please revise solicitation to remove the ability to award a Task Order on a lowest-price, technically acceptable basis and replace with "best value" because offerors would have already provided their lowest-price, technically acceptable response to this solicitation (as described in section 1.1.2).	The solicitation stands as written.

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144	J-001	Attachment	Is AA06 intended to cover the monthly recurring charge for a smartphone on a data only plan? Is AAO7 intended to cover overage charges of smartphones with service on AA06? Please provide a clear description of the service structure for AA06 and AA07 so that offerors can respond with the appropriate pricing.	See response to Question 106. AA06 is the monthly reoccurring charge for a smart phone and AA07 is additional data that can be purchased for that smart phone.
145	J-001	Attachment	Offeror believes the intent of AA03 is to fund for overages incurred on AA02. Please confirm.	ELIN AA03 will provide additional data that can be purchased for the pooled users of ELIN AA02.
146	J-001	Attachment	Please include an ELIN for overages incurred on AB02 (similar to AA07).	ELIN AB07 has been added to Attachment J-001. It will provide additional data that can be purchased for the pooled users of ELIN AB02.
147			On page 118, Section 2.0 Proposal Format and Content, the instructions state that 6 – hard copies should be submitted for Volume V – Small Business Subcontracting Plan. However, on page 123, Section 3.5, the instructions state that 2 hard copies should be submitted. Please clarify the quantity of hard copies that should be submitted for Volume V	As specified ADDENDUM TO 52.212-1 <u>Section L</u> of the RFP some volumes require 6 copies others only 2 copies.
148			When will the Government announce the new proposal due date for Solicitation Number: N00244-16-R-0018	It will be provided in an amendment to the solicitation.
149			Section 3.2.3 Device capable of PTT, voice, text, and data, including a no additional cost device (one generation behind current market offering or newer), shall be offered under the data plan Will the government consider changing the language of “under the data plan” to “under select data plans” to provide clarity and mirror the terminology used in section 2.2.22 for the no additional cost Voice device requirement	PWS section 3.2.3 will be revised to read: Device capable of PTT, voice, text, and data, including a no additional cost device (one generation behind current market offering or newer), shall be offered under select data plans.

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150			<p>Page 119, Section 3.1.2 states “Complete the Market Basket and submit Attachment J-017”. However, page 120, Section 3.2.3, states “Each offeror shall include a completed Market Basket Attachment J-017”. Please clarify which volume the Market Basket Attachment J-017 should be included in</p>	<p>Complete the Market Basket and submit Attachment J-017 in Volume II---- Price. There is only one Market Basket attachment to the RFP.</p>
151			<p>252.203-7997 (Dev) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)</p> <p>OCT 2015</p> <p>252.204-0001 Line Item Specific: Single Funding</p> <p>SEP 2009</p> <p>252.204-0002 Line Item Specific: Sequential ACRN Order</p> <p>SEP 2009 252.204-0003</p> <p>Line Item Specific: Contracting Officer Specified ACRN Order</p> <p>SEP 2009</p>	<p>These clauses will be full text.</p>

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152			<p>Please remove the following FAR clauses, as they should have been replaced by the other clauses included in the RFP: Replaced by</p> <p>52.225-2, Buy American Certificate 52.225-6, Trade Agreements Certificate 252.225-7000, Buy American--Balance Of Payments Program Certificate—Basic 252.225-7020, Trade Agreements Certificate—Basic 252.209-7002, DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</p> <p>52.204-7 (see 225.1101)</p> <p>52.225-5, Trade Agreements 252.225-7021, Trade Agreements--Basic 52.225-3, Buy American--Free Trade Agreement--Israeli Trade Act Certificate 252.225-7036, Buy American--Free Trade Agreement--Balance of Payments Program--Basic</p>	<p>52.225-2, 252.225-7000, Basic 252.225-7020, Trade Agreements Certificate—Basic; all apply.</p> <p>Required. 252.209-7002, DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT</p> <p>Required. 52.204-7 (as prescribed in 4.1105(a)(1)-compelling need</p> <p>Applies. 52.225-5, 252.225-7021, Trade Agreements—Basic 52.225-3, Buy American--Free Trade Agreement--Israeli Trade Act Certificate 252.225-7036, Buy American--Free Trade Agreement--Balance of Payments Program</p>
153			<p>It appears that the clauses incorporated by reference include duplication (e.g. FAR 52.225-6, which overlaps with 52.212-3) inconsistent with FAR Part 12, which requires agencies to only include those clauses (1) required to implement provisions of law or executive orders applicable to the acquisition of commercial items, or (2) determined to be consistent with customary commercial practice. Please review these clauses to ensure that their inclusion is consistent with the FAR.</p>	<p>52.212-3 (5)--Trade Agreement Certificate. Applies only if the clause 52.225-5 is included in the solicitation. Will remove 52.225-6 Trade Agreement Certificate.</p> <p>Volume I – Offer, FAR 52.212-3, and Offeror Representations and Certifications specified herein</p>
154			<p>Does the program ceiling amount apply to all orders under the contract inclusive of Federal Civilian orders?</p>	<p>Yes. The total Program ceiling amount of (\$993,500,000) is available under the MACs until obligated.</p>

No.	RFP/SOW Reference	Reference Statement/Requirement	Question	Government Response
155			<p>According to the proposal submission instructions for Volume 1, offerors should complete the Market Basket and submit Attachment J-017 (see first yellow highlight). Notwithstanding, the formatting instructions for Volume I indicate that Attachment J-012 should be included in Volume I (see second yellow highlight).</p> <p>Does the Government wish to have both J-017 and J-012 included in Volume I? Or should the reference to J-012 in this instruction actually be J-017?</p>	<p>Attachment J-017 should be included in Volume II—Price.</p> <p>Attachment J-012 should be included in Volume IV—Past Performance</p>
156			<p>Does the two-week deadline extension also apply to the Past Performance Data Survey? The original deadline was also 13 June.</p>	<p>All required Past Performance Data Sheets must be received no later than the solicitation due date and time set forth in the latest Amendment.</p>
157			<p>52-232-22 Limitation of Funds – ██████████ is requesting this clause be removed because this is not an incrementally funded cost-reimbursement contract, this clause is not required per 32.706-2(b).</p>	<p>Concur. These MACs will not be incrementally funded at task order level.</p>

No.	RFP/SOW Reference	Reference Statement/Requirement	Question	Government Response
158			<p>Page 119 3.1.2 Volume I shall be formatted as follows:</p> <p>Title page Table of Contents Signed Amendments Original 1449 (two pages) [One ORIGINAL and two Duplicate Original, each clearly marked as Original or Duplicate Original]</p> <p>All Representations and Certifications Attachment J-012</p> <p>**Separation pages may be inserted prior to each section.</p> <p>In addition, per the below, is the DON indeed asking for a copy of 1449 to be included again in "Volume II"?</p> <p>Page 120 3.2 Volume II - Factor I Pricing Proposal - [1 Hard copy original; 2 Electronic CDs; and 2 Hard copies].</p> <p>3.2.1 This Volume shall include a copy of the signed Standard Form 1449 (two pages); completed CLIN pricing and completed Attachment J-001 --ELINs. The total of the extended amounts shown on the spreadsheets represents the proposal's total offer amount for evaluation for both the base period and the option periods</p>	<p>Submit clearly marked documentation as Originals or Duplicate Originals. You can use different color ink to differentiate documents such as blue or red ink on the document.</p>
159			<p>The solicitation states that the Government will examine whether the proposed pricing is "materially unbalanced" can the Government please explain what this means?</p>	<p>Unbalanced pricing occurs when the pricing of one or more contract line items is significantly over or understated. As indicated by the application of price analysis techniques, all line item pricing will be analyzed to determine if unbalanced pricing exists.</p>

No.	RFP/SOW Reference	Reference Statement/Requirement	Question	Government Response
160			5252.243-9400 – [REDACTED] is requesting clarification that only the CO can add terms and conditions. Stated on page 64 #5 conflicts with language elsewhere in RFP that permits other government users to add their own terms at the task order level.	This clause is required in solicitations and contracts when <u>it is anticipated that liaison and communication between contractor and Government technical personnel will be required.</u> <u>Government technical personnel and Ordering Officers can not add/modify/delete terms or conditions in a task order.</u> <u>Only the Contracting Officer may change the terms and conditions of the MACs by issuing a modification to said vehicles.</u>
161			Response to Question 35 was The Government will add language that highlights the Government’s intent to buy wireless services with devices bundled with the services, but no language was added.	Section 1.1.1 <u>reflects this intent</u> by the Government.
162			Response to Question 51 was The Government would add the suggested language in section 1.3 “All data communication devices, hardware and software must be NMCI compatible where there is interaction with the Navy Marine Corps network (currently NMCI); for all other agencies and or respective Federal Certification Standards.” However, the language was modified in the PWS to “All data communication devices, hardware and software must be NMCI compatible where there is interaction with the NavyMarine Corps network (currently NMCI); and also meet the respective Federal Certification Standards.”. The Government did not include “or.”	“Or” has been added.
163			Response to Question 58 was “The Government does not expect the carriers to enforce OEM device availability.” No Language was added to the PWS 2.2.22.	This answer to Q58 did not indicate that such language would be added to the PWS. No language will be added.
164			Response to question 59 was “The Government will add language to the PWS that states “after 20+ gigabytes per device per month have been downloaded, the speed may be decreased by some contractors.” No language was added to 3.1.1	Paragraph 3.1.5 was added to the PWS.
165			Response to question 68 was “The Government will add language to the PWS that states “after 20+ gigabytes per device per month have been downloaded, the speed may be decreased by some contractors.” No language was added 7.0 oo	Paragraph 7.0 oo was added to the PWS.

No.	RFP/SOW Reference	Reference Statement/Requirement	Question	Government Response
166			Please confirm that the TAA certification clause (FAR 52.225-6) applies and ask if offerors must identify country of origin (COO) for individual devices, categories of devices, or in some other way. If the relevant “end products” are categories of devices, how do offerors identify COO across categories (for example, the COO for certain devices, such as Samsung devices, is “China and South Korea”)?	See response to question 112. FAR 52.225-6 will be removed. Offerors shall submit TAA certifications IAW 52.212-3.
167			With respect to Attachment J-010 (International Zone 2 Countries), does the DON want offerors to provide an X (or blank) in response to “The Americas not elsewhere listed”?	Clearly stated on the spread sheet mark “X” if “Yes”.
168			Where would the DON have offerors put “Additional Information,” which are relevant factors to an offeror’s ability to delivery wireless service to the Navy, but not specifically identified or tabbed in Volumes I to V, for example, reporting capability, management team, or ordering portal)?	Not an evaluation factor see response to Q110.
169			Please clarify that the DON is not requiring that the Offer submit Pages 3- 5 of SF 1449 (Section SF 1449 - CONTINUATION SHEET) in any Volume Responses. Most references to an inclusion of SF 1449 were for two pages only: “3.2.1 This Volume shall include a copy of the signed Standard Form 1449 (two pages) “ (ADDENDUM TO 52.212-1).	3.2.1 This Volume shall include a copy of the signed Standard Form 1449 (two pages).