

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER MCC-08-0170-RFQ-45	6. SOLICITATION ISSUE DATE 09/05/2008	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Olena Evans		b. TELEPHONE NUMBER (No collect calls) (202) 521-3647	8. OFFER DUE DATE/ LOCAL TIME 09/16/2008	
9. ISSUED BY Millennium Challenge Corporation 875 15th Street, NW Washington, DC 20005 O. Evans, Contract Specialist (Contractor Representing MCC) (202) 521-3647			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO See Block 9 (Attn: Dean Ergenbright)	16. ADMINISTERED BY See Block 9		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY National Business Center (NBC) M/S D-2773 7301 West Mansfield Avenue Lakewood, CO 80235-2230			
DUNS: TIN:		TELEPHONE NO.			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a combined synopsis/solicitation for commercial item prepared in accordance with FAR Subpart 12.6. See attached Schedule for details. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>G. Quent Williams</i>		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) G. Quent Williams		31c. DATE SIGNED 9-5-08	
		Ph: (202) 521-3880			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial item prepared in accordance with FAR Subpart 12.6. This announcement constitutes the only solicitation; proposals are being requested and a paper solicitation will not be issued. The combined synopsis/solicitation number is MCC-08-0170-RFQ-45, and is issued as a Request for Quotation (RFQ), with incorporated provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-26. An Indefinite Delivery/Indefinite Quantity (ID/IQ) contract is anticipated. The period of performance is one year with options for four additional years. This requirement is being synopsisized under the North American Industry Classification System code 517210 – Wireless Telecommunications Carriers (Except Satellite), and the size standard is 1,500.

SECTION B SUPPLIES/SERVICES/SCHEDULE

B.1 SERVICES TO BE PROVIDED

The Millennium Challenge Corporation (MCC) is a Federal Corporation created under Title VI of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 2004. The objective of this contract is to acquire wireless Blackberry/PDA services, including voice and data, both domestic and international to accommodate MCC required mobile phone services, as described in Section C – Description/Specifications/Statement of Work.

The contractor shall be able to provide voice and data service in the following MCC countries:

Albania, Armenia, Benin, Bolivia, Burkina Faso, Cape Verde, Easter Timor, El Salvador, Gambia, Georgia, Ghana, Guyana, Honduras, Indonesia, Jordan, Kenya, Kyrgyzstan, Lesotho, Madagascar, Malawi, Mali, Mauritania, Moldova, Mongolia, Morocco, Mozambique, Namibia, Nicaragua, Niger, Paraguay, Peru, Philippines, Rwanda, Sao Tome and Principe, Senegal, Sri Lanka, Tanzania, Uganda, Ukraine, Vanuatu, Yemen, Zambia.

Other countries may be added as required.

B.2 CONTRACT TYPE AND PRICING ARRANGEMENT

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with task orders issued on a fixed price basis.

B.3 SCHEDULE

The quantity required will be identified on individual task/delivery orders issued under this contract. The rates listed in Section B.3 herein are fully burdened and inclusive of fee, if applicable.

(TO BE COMPLETED BY OFFERORS)

BASE YEAR (The following prices will be multiplied by estimated minimum units and by estimated maximum units to establish a total minimum and maximum price ceiling for evaluation purposes only):

CLIN 0001 Blackberry/PDA Voice/Data Service (Domestic)

\$ _____ per 1 unit per 1 month

Estimated Minimum Units: 350 / Estimated Maximum Units: 500

CLIN 0002 Blackberry/PDA Plan Voice Service (International Roaming)

\$ _____ per 1 minute

Estimated Minimum Units: 20 / Estimated Maximum Units: 12,000

CLIN 0003 Blackberry/PDA Plan Data Service (International):

CLIN 0003A International Data Service

\$ _____ per 1 megabyte (MB) per 1 month

Estimated Minimum Units: 250 / Estimated Maximum Units: 9,000

CLIN 0003B International Data Service (Unlimited)

\$ _____ per 1 User per 1 month

Estimated Minimum Units: 50 / Estimated Maximum Units: 6,000

CLIN 0004 Text Messaging:

CLIN 0004A Text Messaging

\$ _____ per 1 text message

Estimated Minimum Units: 500 / Estimated Maximum Units: 12,000

CLIN 0004B Text Messaging (Unlimited)

\$ _____ per 1 User

Estimated Minimum Units: 100 / Estimated Maximum Units: 12,000

CLIN 0005 Blackberry/PDA Devices:

CLIN 0005A Blackberry/PDA Devices Model 8820 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 350 / Estimated Maximum Units: 500

CLIN 0005B Blackberry/PDA Devices Model 8110 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 0005C Blackberry/PDA Devices Model 8120 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 0005D Blackberry/PDA Devices Model 8310 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 0005E Other PDA Devices

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 0006 Other Direct Costs (if any)

\$ _____

OPTION YEAR 1 (The following prices will be multiplied by estimated minimum units and by estimated maximum units to establish a total minimum and maximum price ceiling for evaluation purposes only):

CLIN 1001 Blackberry/PDA Voice/Data Service (Domestic)

\$ _____ per 1 unit per 1 month

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 1002 Blackberry/PDA Plan Voice Service (International Roaming)

\$ _____ per 1 minute

Estimated Minimum Units: 0 / Estimated Maximum Units: 12,000

CLIN 1003 Blackberry/PDA Plan Data Service (International):

CLIN 1003A International Data Service

\$ _____ per 1 megabyte (MB) per 1 month

Estimated Minimum Units: 100 / Estimated Maximum Units: 9,000

CLIN 1003B International Data Service (Unlimited)

\$ _____ per 1 User per 1 month

Estimated Minimum Units: 50 / Estimated Maximum Units: 6,000

CLIN 1004 Text Messaging:

CLIN 1004A Text Messaging

\$ _____ per 1 text message

Estimated Minimum Units: 500 / Estimated Maximum Units: 12,000

CLIN 1004B Text Messaging (Unlimited)

\$ _____ per 1 User

Estimated Minimum Units: 100 / Estimated Maximum Units: 12,000

CLIN 1005 Blackberry/PDA Devices:

CLIN 1005A Blackberry/PDA Devices Model 8820 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 1005B Blackberry/PDA Devices Model 8110 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 1005C Blackberry/PDA Devices Model 8120 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 1005D Blackberry/PDA Devices Model 8310 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 1005E Other PDA Devices

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 1006 Other Direct Costs (if any)

\$ _____

OPTION YEAR 2 (The following prices will be multiplied by estimated minimum units and by estimated maximum units to establish a total minimum and maximum price ceiling for evaluation purposes only):

CLIN 2001 Blackberry/PDA Voice/Data Service (Domestic)

\$ _____ per 1 unit per 1 month

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 2002 Blackberry/PDA Plan Voice Service (International Roaming)

\$ _____ per 1 minute

Estimated Minimum Units: 0 / Estimated Maximum Units: 12,000

CLIN 2003 Blackberry/PDA Plan Data Service (International):

CLIN 2003A International Data Service

\$ _____ per 1 megabyte (MB) per 1 month

Estimated Minimum Units: 100 / Estimated Maximum Units: 9,000

CLIN 2003B International Data Service (Unlimited)

\$ _____ per 1 User per 1 month

Estimated Minimum Units: 50 / Estimated Maximum Units: 6,000

CLIN 2004 Text Messaging:

CLIN 2004A Text Messaging

\$ _____ per 1 text message

Estimated Minimum Units: 500 / Estimated Maximum Units: 12,000

CLIN 2004B Text Messaging (Unlimited)

\$ _____ per 1 User

Estimated Minimum Units: 100 / Estimated Maximum Units: 12,000

CLIN 2005 Blackberry/PDA Devices:

CLIN 2005A Blackberry/PDA Devices Model 8820 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 2005B Blackberry/PDA Devices Model 8110 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 2005C Blackberry/PDA Devices Model 8120 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 2005D Blackberry/PDA Devices Model 8310 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 2005E Other PDA Devices

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 2006 Other Direct Costs (if any)

\$ _____

OPTION YEAR 3 (The following prices will be multiplied by estimated minimum units and by estimated maximum units to establish a total minimum and maximum price ceiling for evaluation purposes only):

CLIN 3001 Blackberry/PDA Voice/Data Service (Domestic)

\$ _____ per 1 unit per 1 month

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 3002 Blackberry/PDA Plan Voice Service (International Roaming)

\$ _____ per 1 minute

Estimated Minimum Units: 0 / Estimated Maximum Units: 12,000

CLIN 3003 Blackberry/PDA Plan Data Service (International):

CLIN 3003A International Data Service

\$ _____ per 1 megabyte (MB) per 1 month

Estimated Minimum Units: 100 / Estimated Maximum Units: 9,000

CLIN 3003B International Data Service (Unlimited)

\$ _____ per 1 User per 1 month

Estimated Minimum Units: 50 / Estimated Maximum Units: 6,000

CLIN 3004 Text Messaging:

CLIN 3004A Text Messaging

\$ _____ per 1 text message

Estimated Minimum Units: 500 / Estimated Maximum Units: 12,000

CLIN 3004B Text Messaging (Unlimited)

\$ _____ per 1 User

Estimated Minimum Units: 100 / Estimated Maximum Units: 12,000

CLIN 3005 Blackberry/PDA Devices:

CLIN 3005A Blackberry/PDA Devices Model 8820 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 3005B Blackberry/PDA Devices Model 8110 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 3005C Blackberry/PDA Devices Model 8120 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 3005D Blackberry/PDA Devices Model 8310 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 3005E Other PDA Devices

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 3006 Other Direct Costs (if any)

\$ _____

OPTION YEAR 4 (The following prices will be multiplied by estimated minimum units and by estimated maximum units to establish a total minimum and maximum price ceiling for evaluation purposes only):

CLIN 4001 Blackberry/PDA Voice/Data Service (Domestic)

\$ _____ per 1 unit per 1 month

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 4002 Blackberry/PDA Plan Voice Service (International Roaming)

\$ _____ per 1 minute

Estimated Minimum Units: 0 / Estimated Maximum Units: 12,000

CLIN 4003 Blackberry/PDA Plan Data Service (International):

CLIN 4003A International Data Service

\$ _____ per 1 megabyte (MB) per 1 month

Estimated Minimum Units: 100 / Estimated Maximum Units: 9,000

CLIN 4003B International Data Service (Unlimited)

\$ _____ per 1 User per 1 month

Estimated Minimum Units: 50 / Estimated Maximum Units: 6,000

CLIN 4004 Text Messaging:

CLIN 4004A Text Messaging

\$ _____ per 1 text message

Estimated Minimum Units: 500 / Estimated Maximum Units: 12,000

CLIN 4004B Text Messaging (Unlimited)

\$ _____ per 1 User

Estimated Minimum Units: 100 / Estimated Maximum Units: 12,000

CLIN 4005 Blackberry/PDA Devices:

CLIN 4005A Blackberry/PDA Devices Model 8820 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 4005B Blackberry/PDA Devices Model 8110 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 4005C Blackberry/PDA Devices Model 8120 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 4005D Blackberry/PDA Devices Model 8310 OR Equivalent

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 4005E Other PDA Devices

\$ _____ per 1 unit

Estimated Minimum Units: 0 / Estimated Maximum Units: 500

CLIN 4006 Other Direct Costs (if any)

\$ _____

B.4 ADDITIONAL RATES

In the performance of this contract, it may become desirable to add new rates to Section B.3. In such cases, the Government may identify additional rates and the contractor shall, in good faith, negotiate such new rates. Upon completion of such negotiation, the contract may be modified to add new rates in Section B.3 Schedule.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Statement of Work

Cellular/Personal Communications Service

C.1 Scope

1. Service Package Requirements

The contractor shall provide Cellular/Personal Communications Service plans equal to or exceeding the following required (domestic) service plan:

- Minimum 50,000 minutes per month;
- Unlimited mobile to mobile communications;
- Unlimited nights and weekends;
- Minimum 10,000 pooled text messages per month;
- Blackberry / PDA service;
- International roaming;
- Unlimited BlackBerry web client; and
- Unlimited BlackBerry enterprise server access e-mail.

MCC must be able to add/delete users or re-assign phones, as required. There will be an initial order of 360 (350 in-use and 10 deactivated stand-by units) BlackBerry/PDA phones, with the option to add more as needed. MCC requires the capability to track each user's usage so the contractor must provide itemized detailed billing per user. MCC requires access to bills and account management via the internet. MCC also requires that the billing data be capable of being exported into a standard format for analysis. The contractor shall provide features within the Service Package as outlined in Attachment A.

2. Performance Metrics

The contractor shall comply with the performance metrics outlined in Attachment A.

3. Broken and/or Defective Phones

If a cellular phone/PDA should breakdown due to being defective the contractor shall repair and/or replace the phone. If a cellular phone/PDA should break due to misuse or abuse MCC will reimburse the contractor for repair or replacement of the phone. If in either situation the cellular phone needing repair cannot be repaired within a 5-day time frame the contractor shall replace the phone with a comparable model, without any charge for upgrades. If the need for replacement is the fault of MCC, MCC will be responsible for the cost of the phone at a discounted rate.

4. International Service

The contractor shall provide international connectivity to its cellular/wireless voice and data network.

5. MCC Facility Signal Enhancement

The contractor must provide signal enhancement capabilities within the existing MCC facilities via signal repeaters, signal amplifiers, or another viable solution.

6. Technology Refresh

The contractor shall provide a technological refresh of the cellular phones every two years beginning in year 3 of the contract. All phones will be identical in all aspects.

7. Warranty

The contractor shall provide standard warranty coverage for all Blackberry/PDA devices that are purchased under this contract. The contractor will provide warranty details for each unit under the contract.

8. Transition Plan (PHASE IN)

The contractor will provide a Transition Plan for assuming responsibility for the required telecommunications services. The transition plan shall clearly demonstrate the contractor's ability to assume full contract responsibility upon award. At a minimum, the Plan should include a timeline and specifically address the steps needed for the contractor to complete all activities required to assume full responsibility for contract services.

9. Wireless Enhanced 911

The contractor shall comply with Wireless Enhanced 911 (E911) Rules including Phases I and II as stipulated by the Federal Communications Commission. Refer to:
<http://www.fcc.gov/911/enhanced/>

10. Hardware

The contractor may propose additional hardware devices for MCC consideration that provide the same voice and data services, technical capabilities and international capabilities as those cited in this solicitation.

11. Number Portability (Mandatory)

The contractor shall provide MCC with the ability to move existing mobile telephone numbers from its current vendor to the new contract resulting from this solicitation within 5 to 30 days of notification.

C.2 Deliverables

CLIN 0001, 1001, 2001, 3001 and 4001 - Blackberry/PDA Voice/Data Service – Domestic

The contractor will establish service, including number porting, within 5 to 30 days of service request. On a per unit basis, the contractor will provide unlimited domestic voice service, no charge long distance (CONUS); unlimited nights and weekends; unlimited carrier mobile-to-mobile; charge for 50,000 pooled minutes; per user/per month overage charge; no additional cost to add new user; unlimited BlackBerry Web Client and BlackBerry Enterprise Server Access Email; Unlimited Web Browsing and 10,000 pooled text messages.

CLIN 0002, 1002, 2002, 3002 and 4002 - Blackberry/PDA Voice/Data Service – International Roaming

The contractor will provide international voice roaming capability for each unit. Offeror will provide roaming charges, per minute and per country, on a monthly basis.

CLIN 0003, 1003, 2003, 3003 and 4003 – International Data Service

The contractor will provide international data roaming capability for each unit. The contractor will provide roaming charges on a monthly basis on usage based on per MB. MCC will have the option to add unlimited international data services, on a per month basis, to any or all units based on the Contractor's submitted plan and pricing.

CLIN 0004, 1004, 2004, 3004 and 4004 – Text Messaging

The contractor will provide text messaging capability to all units and bill on a per message basis, over and above, the pooled 500 messages. Text messaging will be provided on a limited or unlimited basis as determined by the MCC.

CLIN 0005, 1005, 2005, 3005 and 4005 – Blackberry/PDA Devices:

The contractor will deliver PDA devices purchased under the above referenced CLINs within 5 to 30 days of purchase request.

SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label, if shipping is required. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the contract number, task order number, CLIN or deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement.

SECTION E
DELIVERIES OR PERFORMANCE

E.1 PERIOD OF PERFORMANCE

The period of performance shall be for one base year plus four option years to be exercised at the discretion of the Government.

E.2 PLACE OF PERFORMANCE

Work to be performed from contractor's office and MCC offices, as required by the COTR.

**E.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 (one) day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 (thirty) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (five) years.

E.4 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the performance period of the contract.

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

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

E.5 CONTRACT MAXIMUM CEILING AND MINIMUM GUARANTEE

The minimum amount for supplies or services the Government will acquire under this contract is \$2,500.00. The maximum authorized ceiling under this ID/IQ contract is \$XXX.

E.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$XXX;
- (2) Any order for a combination of items in excess of \$XXX; or
- (3) A series of orders from the same ordering office within 1 year that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

E.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of any task/delivery order.

E.8 DELIVERY/TASK ORDERS

Delivery/Task Orders may only be issued by MCC Contracting Officer. Each delivery/task order will carry a specific task order number which will be cited on each invoice placed against this ID/IQ contract. Delivery/Task Orders issued under this ID/IQ contract will be fixed price only.

SECTION F
CONTRACT ADMINISTRATION DATA

**F.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
DESIGNATION AND AUTHORITY**

(a) The Contracting Officer (CO) may designate a Government representative to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COTR and the Contractor. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the CO. The contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the CO. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

F.2 INVOICE INSTRUCTIONS (TASK ORDERS)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit one copy of each invoice to the following address:

The Contractor shall submit each invoice electronically via email or fax to the following number:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_NBCDENVER@nbc.gov.

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

National Business Center
M/S D-2773
7301 West Mansfield Avenue
Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect the invoice may be revised by the Government, or the Contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone of the Contractor;
- (2) Date of invoice and invoice number;

- (3) Contract number; also modification number, if applicable;
- (4) Description of the supplies/services rendered (including hours incurred and billing rate, if applicable to the contract); and
- (5) A schedule depicting the following information:

Amount Invoiced	Cumulative	Authorized Value	Balance Remaining
<u>This Period</u>	<u>Amount Invoiced</u>	<u>of Contract</u>	<u>on Contract</u>

- (6) Name of Contracting Officer's Technical Representative (COTR); and
- (7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquires regarding the status of invoices may be directed to NBC Accounting. The email address is: **MCC Accounting NBCDENVER@nbc.gov**.

**SECTION G
CONTRACT CLAUSES**

G.1 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2007)

FAR 52.212.4 Contract Terms and Conditions – Commercial Items is hereby incorporated by reference. The full text of these clauses may be accessed electronically at these internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

G.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUNE 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (4) [Reserved]

 (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-6.

 (iii) Alternate II (Mar 2004) of 52.219-6.

 (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

 (ii) Alternate I (Oct 1995) of 52.219-7.

 (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

 (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (Oct 2001) of 52.219-9.

 (iii) Alternate II (Oct 2001) of 52.219-9.

 (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

- (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.
___ (30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

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

(End of clause)

SECTION H INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

H.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (NOV 2007)

FAR 52.212.1 Instructions to Offerors – Commercial Items is hereby incorporated by reference. The full text of these clauses may be accessed electronically at these internet addresses: <http://acquisition.gov> and <http://www.gsa.gov>.

H.2 FAR 52.212-2 Evaluation—Commercial Items (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers (listed in declining order of importance):

- Technical capability of the item offered to meet the Government requirement;
- Past performance; and
- Price.

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

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

H.2.2 A contract will be awarded to the offeror whose offer is the most advantageous to MCC and provides the best value based on trade-off analysis. MCC may consider award to other than the lowest price offeror or the highest technically rated offeror if such an award is in the best interest of MCC.

H.2.3 Past Performance

Each offeror MUST provide three (3) written past performance references for similar contract/order completed within the past 3 years (or which is currently being completed), to include the name of the customer organization, a named point of contact in that organization that is familiar with the contract/order from a technical or contractual standpoint, their phone number, and their email address. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all, including sources outside of the Government.

H.3 All offers MUST include a point of contact (POC), name, phone number and e-mail address. BE SURE TO PRICE EACH CLIN AND PROVIDE A TOTAL FOR ALL REQUIREMENTS. EACH RESPONSE MUST CLEARLY INDICATE THE CAPABILITY OF THE OFFEROR TO MEET ALL SPECIFICATIONS AND REQUIREMENTS. Offerors who are not qualified will NOT be considered further.

H.4 OFFERS are to be received by no later than 12:00p.m., EDT, on September 16, 2008, at Millennium Challenge Corporation, 875 Fifteenth Street, NW, Washington, DC, 20005. Fax or e-mail offers are also acceptable. Fax number: (202) 521-3947 or e-mail: evansoo@mcc.gov. Point of Contact: Olena Evans, Contract Specialist (Contractor Representing MCC), phone: 202-521-3647.

H.5 QUESTIONS must be in writing and may be directed to Olena Evans, Contract Specialist (Contractor Representing MCC), at evansoo@mcc.gov. All questions should be received no later than 12:00 p.m., EDT, on September 9, 2008 in order to provide a response.

H.6. To be eligible for award, offerors must be registered in the Central Contractor Registration (CCR), as required by FAR 52.204-7, Central Contract Registration. The database can be accessed at <http://www.ccr.gov>. If you are already registered in the CCR, you are advised to review your information to ensure that your registration is complete and verified.

H.8. Each offeror shall include a completed copy of the provision at **FAR 52.212-3, including Alt I, Offeror Representations and Certifications—Commercial Item** (Nov 2006). If you have an updated version of Representation and Certification at the Online Representations and Certifications Application (ORCA) website, you can include a statement reflecting this in your offer rather than sending a copy of the Representations and Certifications.

52.212-3 Offeror Representations and Certifications—Commercial Items (June 2008)

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

(a) *Definitions.* As used in this provision—

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

“Forced or indentured child labor” means all work or service—

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

“Veteran-owned small business concern” means a small business concern—

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this*

provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |

<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) General. The offeror represents that either—

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

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

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

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

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

(2) *Affirmative Action Compliance*. The offeror represents that—

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.

[List as necessary]

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

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

Line Item No. Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate

whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(End of provision)

A. CELLULAR/PERSONAL COMMUNICATIONS SERVICE (CPCS)

Cellular/Personal Communications Service (CPCS) provides Agency users with wireless services for their mobile terminals, such as cellular phones, notebook computers, and personal digital assistants (PDAs). This service will be used for applications, such as voice, data, short messaging services (SMS), multimedia messaging services (MMS), and internet services.

1. Service Description

(a) Functional Definition

CPCS is a wireless transmission service for mobile terminals. The contractor will provide the wireless network.

The services and bandwidth provided depends on the characteristics of the mobile terminals and the technology used in the contractor's wireless network and service platforms, ranging from 2nd generation (2G) to 2.5G/3G wireless. The 2.5G/3G networks (and beyond) support IP packet-mode transmission.

SMS, a feature of CPCS, provides the capability to send and receive text messages. The text can comprise of any alphanumeric characters; each short message must support at least 160 characters in length. Additionally, SMS supports interconnection with different message sources and public destinations including e-mail, paging, and instant messaging (IM).

MMS, a feature of CPCS, provides the capability to send and receive multimedia, such as pictures, streaming video, sound, and graphics.

(b) Standards

CPCS shall comply with at least one of the following or equivalent 2.5G/3G Cellular Wireless standards:

(1) 2.5G (based on General Packet Radio Service (GPRS) or Code Division Multiple Access (CDMA-2000 – 1xRTT)):

- ESTI GSM-MAP; or
- TIA IS-41

(2) 3G (based on CDMA) ITU-RTT IMT-2000:

- European ETSI/GSM Wideband CDMA (WCDMA) (also known as Universal Mobile Telecommunications System – UMTS); or
- US CDMA Development Group (CDG) CDMA-2000 Evolution Data Optimized (EV-DO).

CPCS shall comply with the following security standards or equivalent industry practices:

- (1) 3G Security: Security Threats and Requirements, 3GPP TS 21.133;
- (2) 3G Security: Cryptographic Algorithm Requirements, 3GPP TS 33.105;
- (3) 3G Security: Security Principles and Objectives, 3GPP TS 33.120; and
- (4) NIST FIPS Publication 140-2.

CPCS shall comply with the following mobile data-related standards as applicable:

- (1) WAP Forum (Wireless Application Protocol WAP 1.1 and 2.0) via WAP Gateway; and
- (2) IP Mobility Support, IETF RFC 2002

SMS shall comply with the following standards as applicable:

- (1) ITU-T Q.700 – Q.774 Signaling System No. 7;
- (2) AMSI T1.114 Signaling System No. 7 – Transaction Capabilities Application Part;
- (3) 3GPP TS 03.40: “Digital cellular telecommunications system (Phase 2+) technical realization of the Short Message Service (SMS) Point-to-Point (PP)”;
- (4) GSM 03.41: “Digital cellular telecommunications system (Phase 2+); Technical realization of Short Message Service Cell Broadcast (SMSCB)”;
- (5) Mobile Application Part (MAP):
 - GSM MAP 3.04, 9.4;
 - ANSI-41 MAP Rev. B.
- (6) Simple Message Transfer Protocol (SMTP);
- (7) Short Message Peer to Peer (SMPP);
- (8) Computer Access Protocol Number II (CAP II); and
- (9) Telocator Alphanumeric Protocol (TAP).

MMS shall comply with the following standards as applicable:

- (1) Multimedia Messaging Service (MMS), 3GPP Technical Specification 23.140;
- (2) Open Mobile Alliance; and
- (3) Wireless Application Protocol (WAP) Forum.

The contractor shall comply with new versions, amendments, and modifications made to the above listed documents/standards, including beyond 3G, when offered commercially.

(c) Connectivity

CPCS shall connect Agency mobile terminals (such as, but not limited to cellular phones, wireless-enabled Notebook and Laptop PCs, and PDAs) to the contractor’s wireless network.

The contractor’s wireless network shall interoperate with:

- (1) The Public Switched Telephony Network (PSTN) and the worldwide dialing plan per ITU Recommendation E.164;
- (2) Originate and terminate calls to users of satellite-based services;
- (3) The internet;
- (4) Contractor’s network providing Network-Based IP-VPN services; and
- (5) Contractor’s network providing Premises-Based IP-VPN services.

(d) Technical Capabilities

The following CPCS capabilities are mandatory unless indicated otherwise:

- (1) CPCS shall have the capability to originate and receive voice calls from mobile phones, fixed wireline networks, and satellite-based networks.

- (2) CPCS shall allow the user to roam between compatible wireless (e.g., CDMA, GSM, etc.) networks.
- (3) Packet-mode data transfer shall support a data rate in the range of 128 Kbps to 384 Kbps or higher while indoors or traveling at up to 65 miles per hour. This category of service shall provide “always on” connections. Offering may include data optimized capabilities including EvDO, High-Speed Downlink Packet Access (HSDPA) or equivalent standards.
- (4) The contractor shall comply with Wireless Enhanced 911 (E911) Rules including Phases I and II, as stipulated by the Federal Communications Commission. Refer to <http://www.fcc.gov/911/enhanced/>.
- (5) The contractor shall provide wireless modem cards for mobile terminals if required. The cards provided shall support the mobile terminals needed by the Agency, and shall include but not be limited to Type II PCMCIA and those required for PDAs.
- (6) The contractor shall provide and support commercially available mobile terminals with the characteristics and features needed.
- (7) The contractor shall provide commercially available mobile terminals that support device access control and data protection, including but not limited to:
 - Integrated authentication;
 - Authorization;
 - Virus scanning; and
 - Encryption capabilities (resident on terminal device).

2. Features

The following CPCS features are mandatory unless indicated otherwise:

Caller ID

Caller ID shall display the name and number (when available) of the person calling. It may also display the name of the person if stored *a priori* in the wireless terminal memory. Call can usually be returned by pressing one button.

Caller ID Blocking

Caller ID Blocking shall prevent the subscriber’s wireless phone number from being transmitted. This shall be supported in two ways:

- Block on a per-call basis; or
- Block all calls (with the option to de-activate on a per-call basis).

Call Forwarding - Busy or No Answer Condition

This feature shall forward incoming calls to another phone number whenever the subscriber is busy or no answer occurs after a specified time.

Call Forwarding – Unconditional

This feature shall automatically forward incoming calls to another phone number until deactivated.

Call Waiting

This feature shall alert the subscriber of another incoming call while currently engaged with an active call. The subscriber shall hear a short tone indicating that a call is waiting.

In-Building Repeaters

The contractor shall provide in-building repeaters (or other solutions) as required to improve wireless capacity and coverage in in-door facilities.

Information Services

The contractor shall provide information services, including but not limited to:

- Directory assistance (optional); and
- Web browsing.

International Wireless Voice Service Roaming

The contractor shall support voice service roaming internationally between different service provider wireless networks to include GSM, and CDMA networks. The contractor shall specify the necessary mobile terminals needed.

International Wireless Data Service Roaming

The contractor shall support data service roaming internationally between different service provider wireless networks to include GSM, and CDMA network. The contractor shall specify the necessary mobile terminals needed.

Multimedia Messaging Service (MMS) - Optional

MMS shall provide mobile terminal-originated and mobile terminal-terminated point-to-point multimedia messaging:

MMS shall support content types, including but not limited to:

- Text in Unicode format;
- Speech in Adaptive Multirate format;
- Pictures in Joint Photographic Experts Group (JPEG);
- Pictures in Graphics Interchange Format (GIF);
- Video Streaming in ITU Recommendation.

Short Messaging Services (SMS) – Basic Functionality

SMS shall provide:

- Mobile terminal-originated and mobile terminal-terminated point-to-point short messaging;
- Group Messaging to allow a subscriber to specify as many as 25 members comprising a SMS mailing list. Furthermore, a subscriber can specify up to 10 different Group Messaging lists.
- Support for broadcast services.

SMS shall support the following capabilities relevant to the reception and submission of short messages:

- Message Expiration – message delivery re-attempts and storage for unavailable recipients shall be supported. A message expiration time will govern how many re-attempts will be made. The expiration time shall be set on a per-message or per-account basis.
- Priority – A priority scheme allowing urgent messages to be differentiated from normal messages shall be supported. Urgent messages shall take priority over normal messages, regardless of the arrival time at the SMS Center (SMSC).

- Message Escalation – The SMSC stores the message for a period no longer than the expiration time (it is assumed that the escalation time is smaller than the expiration time associated with the message), and after said escalation time expires, the message will be sent to an alternate message system, such as a paging network or e-mail server.
- Message Acknowledgement/Delivery Confirmation.

SMS shall:

- Support an Interworking and Interoperability Function (IIF) to allow the sending/receiving of short messages between subscribers served by ANSI-41 (e.g., TDMA and CDMA) and GSM networks.
- Interwork with internet e-mail (SMTP/MIME) to allow SMS subscribers to send and receive posting from any internet mail address, e.g., Subscriber@abc.gov.
- Interwork with paging services to allow SMS subscribers to be accessible via existing paging interfaces.

SMS shall support notification services.

[Examples of notification services include:

- *E-mail notification, which indicates that e-mail messages are present in an e-mail mailbox;*
- *Reminder/calendar services, which enable reminders for meetings and scheduled appointments; and*
- *Voice notification, which indicates that voice mail and/or facsimile messages are present in a voice mailbox.]*

SMS – Interworking with Instant Messaging (IM)

The contractor shall provide interworking with Instant Messaging (IM). This capability entitles using a current instant messaging screen name and sending instant messages with a 2-way text messaging device. This feature supports the portability of a “buddy list” permitting the subscriber to see who is online and then getting alerts when other colleagues or associates sign on.

This feature is an add-on to SMS-Basic Functionality.

Three-Way Calling

Three-way calling shall enable a subscriber to conduct a three-way conversation using the wireless terminal.

Voice Mail

Voice mail features shall include – but not limited to:

1. Personal voice mail greeting – in the recorded words of the subscriber;
2. Security features including an access code required to retrieve messages;
3. Recorded message can be up to three (3) minutes in length;
4. New and not-yet-retrieved messages are stored for a minimum of 72 hours;
5. Stores up to 20 saved messages for up to 14 calendar days;
6. Toll-free access to voice mail system for subscribers; and

7. A notification is sent to wireless terminal as soon as a message is left in subscriber's mailbox.

3. Interfaces

The contractor shall support the following interfaces at the SDP, as defined in this chart for the provisioning of CPCS (specific to 2.5G and 3G):

UNI Type	Interface Type and Standard	Payload Data Rate or Bandwidth	Protocol Type
1	Air Link for mobile phone: (Std: GSM and IS-136 TDMA)	Up to 116 Kbps	1. Transparent; 2. IP v4; 3. IP v6 when offered commercially by the contractor
2	Air Link: (Std: CDMA 1xRTT)	Up to 144 Kbps	1. Transparent; 2. IP v4; 3. IP v6 when offered commercially by the contractor
3	Air Link: 1.8-2.5 GHz (Std: 3G WCDMA)	Up to 384 Kbps	1. Transparent; 2. IP v4; 3. IP v6 when offered commercially by the contractor
4	Air Link: (Std: CDMA EVDO)	Up to 500 Kbps	1. Transparent; 2. IP v4; 3. IP v6 when offered commercially by the contractor
5	Air Link: (Std: WCDMA-High Speed Downlink Packet Access (HSDPA)) - Optional	Up to 14.4 Mbps	1. Transparent; 2. IP v4; 3. IP v6 when offered commercially by the contractor

4. Performance Metrics

MCC recognizes that the radio access network performance is likely to vary depending on location (e.g., urban, suburban, or rural), as well as the technical specifications and capabilities of the deployed infrastructure (such as the radio access equipment).

The contractor shall comply with the requisite geographic coverage for CPCS, as specified. The contractor shall provide the Key Performance Indicators (KPIs) which shall govern the service offered. The KPIs shall include (but not be limited to) service availability.

Key Performance Indicator (KPI)	Service Level	Performance Standard (Threshold)	Acceptable Quality Level (AQL)
Availability (Voice Service)	Routine	99.5%	Not less than 99.5%
Time to Restore (TTR)	Without Dispatch	4 hours	No more than 4 hours
Time to Restore (TTR)	With Dispatch	8 hours	No more than 8 hours

B. CELLULAR DIGITAL PACKET DATA (CDPD)

CDPD provides wireless access to the internet and other packet-switched networks over the AMPS and TDMA cellular network systems, CDPD was the first wireless packet data standard; it was specified in 1992 and initial commercial service was launched in 1995.

1. Service Description

(a) Functional Definition

CDPD provides an “always on” wireless connection to the internet. It is secure to support of encryption and channel hopping, which makes it difficult to intercept and interpret. CDPD packets also use forward error correction to reduce the effects of noise and radio frequency interference. CDPD service supports a data rate of 19.2 Kps; however, some of this capacity is used for error correction and other overhead. The user’s effective data throughput will vary in the range of 10 to 156 Kps.

(b) Standards

CDPD services shall comply with the following standards as applicable. After award, the contractor may propose alternatives at no additional cost to the Government that meet or exceed the provisions of the standards listed below.

- CDPD System Specification, Release 1.1 1995 CDPD Forum;
- IP Mobility Support, IETF RFC No. 2002;
- The contractor shall comply with new versions, amendments, and modifications made to the above listed documents and standards when offered commercially.

(c) Connectivity

CDPD Systems shall connect and interoperate with:

- Public Switch Telephone Network (PSTN); and
- Internet.

CDPD subscribers shall be accessible via e-mail and the telephone.

(d) Technical Capabilities

The following CDPD capabilities are mandatory:

- (1) Radio Channel Data Rate at 19.2 Kps;
- (2) Full duplex radio link;
- (3) Connectionless, “always on” access;
- (4) Security including:
 - User authentication; and
 - Air-link encryption using RSA 128-bit RC4 Symmetric Stream Cipher.
- (5) Host connectivity, including:
 - Internet Protocol; and
 - Direct 56 Kbps access.

- (6) The contractor shall provide CDPD-compliant modems to meet Agency needs. The modems shall include Type II PCMCIA, such as for laptop computers, and also those compatible with Personal Digital Assistants (PDAs).

2. Features

None

3. Interfaces

The principal interface for CDPD is a laptop computer or PDA equipped with a CDPD modem. Other interfaces include point-of-sales terminal or telemetry sensors.

4. Performance Metrics

The performance levels and Acceptable Quality Level (AQL) of KPIs for CDPD:

Key Performance Indicator (KPI)	Service Level	Performance Standard (Threshold)	Acceptable Quality Level (AQL)
Time to Restore (TTR)	Without Dispatch	4 hours	No more than 4 hours
Time to Restore (TTR)	With Dispatch	8 hours	No more than 8 hours

C. MULTIMODE/WIRELESS LAN SERVICE (MWLANS)

MWLANS enables Agency users to securely access Agency networks from outside the Agency firewall. Such Agency users are increasingly accessing the internet and Government intranets via Wireless Fidelity (Wi-Fi) hotspots rather than traditional dial-up connections.

1. Service Description

(a) Functional Definition

MWLANS provides Agency users with wireless access points, i.e., Wi-Fi hotspots with connections to the internet to the contractor's IP network. These wireless access points are at locations such as hotels, airports, convention/conference centers, or other public establishments. In addition, Agency may need contractor-provided wireless access points dedicated for Agency use at various Agency locations.

MWLANS is a wireless transmission service for mobile terminals. Agency personnel using Wi-Fi-enabled notebook computers or PDAs, when they are located within the Wi-Fi coverage areas or hotspots of the service, can access e-mail, Government intranets, and the internet.

MWLANS supports IP packet-mode transmission.

(b) Standards

MWLANS shall comply with the following standards, as applicable. After award, the contractor may propose alternatives at no additional cost to the Government that meet or exceed the provisions of the standards listed below.

- (1) IEEE 802.11b (Wi-Fi at 2.4 GHz with data rates of up to 11 Mbps);
- (2) IEEE 802.11g (Wi-Fi at 2.4 GHz with data rates of up to 54 Mbps);
- (3) IEEE 802.11g (Wi-Fi at 2.4 GHz with data rates of up to 54 Mbps) – applicable only to dedicated Agency “hot spots”;
- (4) IEEE 802.1 x Extensible Authentication Protocol (EAP) for authentication;
- (5) IEEE 802.11i with Advanced Encryption Standard (AES) for encryption between the mobile terminal and the access point, when available;
- (6) IEEE 802.11e Media Access Control Enhancements for Quality of Service (QoS), when available; and
- (7) The contractor shall comply with new versions, amendments, and modifications made to the above listed documents/standards, when offered commercially.

(c) Connectivity

MWLANS shall interoperate with:

- (1) Agency mobile terminals (that include but are not limited to wireless-enabled Notebook and Laptop PCs, and PDAs) to the wireless access points; and
- (2) The contractor’s wireless access points to the internet and to the contractor’s network providing IP-VPN services.

The SDP shall be at the mobile terminal.

(d) Technical Capabilities

The following MWLANS capabilities are mandatory unless indicated otherwise:

- (1) Wireless access in packet-mode to mobile terminals shall be supported. Mobile terminals shall include but not be limited to wireless-enabled Notebooks, Laptops and PDAs. Access coverage shall include wireless LAN “hot spots”, such as hotels, airports, convention/conference centers, or other public establishments.
- (2) Access shall only be provided after authentication by user-ID and password by the contractor. The user shall be able to change password as often as deemed necessary.
- (3) The contractor shall support dynamic IP address as well as single or multiple static IP address(es) – applicable only to dedicated Agency “hot spots”.
- (4) The contractor shall provide a public Domain Name Service (DNS) for users to access the internet.
- (5) The contractor shall have established roaming agreements with public hotspot providers and aggregators, so that users can roam globally.

- (6) The contractor shall provide private hotspots (i.e., dedicated network infrastructure) at Government locations, as required by an Agency.
- (7) The contractor shall provide commercially available Wireless Network Interface Cards (NICs) for mobile terminals, as required by an Agency.

2. Features

None

3. Interfaces

The following User-to-Network Interfaces (UNIs) at the SDP, as defined in this Section are mandatory:

UNI Type	Interface Type and Standard	Payload Data Rate or Bandwidth	Protocol Type
1	Air Link: 2.4 GHz (Physical interface is Type II PCMCIA card of handheld computers and card/chip in PDA)	Up to 11 Mbps for IEEE 802.11b	1. IP v4; 2. IP v6 when offered commercially by the contractor
2	Air Link: 2.4 GHz (Physical interface is Type II PCMCIA card of handled computers and card/chip in PDA)	Up to 54 Mbps for IEEE 802.11g	1. IP v4; 2. IP v6 when offered commercially by the contractor
3	Air Link: 5GHz (Physical interface is Type II PCMCIA card of handled computers and card/chip in PDA)	Up to 54 Mbps for IEEE 802.11a	1. IP v4; 2. IP v6 when offered commercially by the contractor

4. Performance Metrics

The following performance levels and Acceptable Quality Level (AQL) of KPIs for MWLANs are mandatory for contractor-provided wireless access points dedicated for Agency use:

Key Performance Indicator (KPI)	Service Level	Performance Standard (Threshold)	Acceptable Quality Level (AQL)
Time to Restore (TTR)	Without Dispatch	4 hours	No more than 4 hours
Time to Restore (TTR)	With Dispatch	8 hours	No more than 8 hours



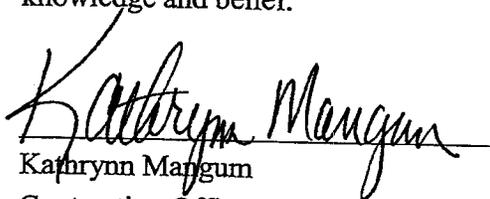
**MILLENNIUM
CHALLENGE
CORPORATION**

REDUCING POVERTY THROUGH GROWTH

LIMITED SOURCE JUSTIFICATION

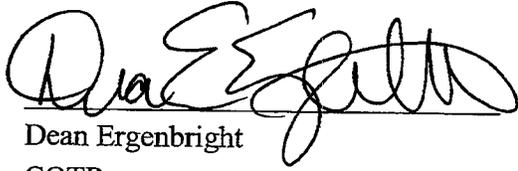
1. The Millennium Challenge Corporation (MCC) requires the purchase of wireless Blackberry/PDA services, including voice and data, both domestic and international to accommodate MCC required mobile phone services.
2. The MCC needs to purchase Blackberry/PDA voice/data service (domestic and international); text messaging; and Blackberry/PDA devices with an estimated value not-to-exceed \$2,500,000 for base and all optional years.
3. OMB Memorandum 06-16 requires that federal agencies encrypt all mobile devices, including removable media and mobile phones, using FIPS-compliant cryptology. MCC has tested the Blackberry device on its network and it is the only device that currently meets this requirements.
4. Price reasonableness is to be determined based on: 1) competitive offers received in response to this Combined Synopsis/Solicitation; 2) market research; 3) comparison of the proposed price with prices found reasonable on previous purchases; and 4) other factors, as required by FAR 12.209 -- Determination of Price Reasonableness.
5. Blackberry/PDA voice/data service (domestic and international); text messaging; and Blackberry/PDA devices may be purchased at the best price possible.
6. MCC would have to test all other PDA voice/data providers within our network settings and configurations to ensure compliance with OMB. This would involve resources and funding that currently does not exist. Once testing other products is feasible, MCC would be willing to perform the analysis required to move to another vendor that meets our requirements.
7. There are no other facts supporting the justification.

This Limited Source Justification is accurate and complete to the best of the contracting officer's knowledge and belief.

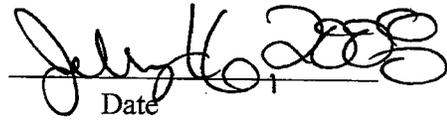

Kathrynn Mangum
Contracting Officer


Date

The evidence provided herein as well as the supporting data provided, forms the basis for this justification. This evidence is certified as complete and accurate.



Dean Ergenbright
COTR



Date