

SECTION 1 - THE SCHEDULE

**CONTINUATION TO SF-1449
RFP NUMBER SPE50012R0003
PRICES, BLOCK 23**

1. SCOPE OF CONTRACT

The Contractor shall provide mobile telephone and data services to U.S. Embassy in Lima. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and applicable taxes. The Government will pay the Contractor on a monthly basis for standard services that have been satisfactorily performed. Payment will be made in Peruvian Soles.

Temporary Additional Services are defined as rental on a daily basis of mobile phone with SIM card. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer shall order these services on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide temporary additional services with 24 hours advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the Contracting Officer's written confirmation for the temporary additional services.

2. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the contract award, with four one-year options to renew.

3. PRICING

3.1 BASE YEAR PRICING

Standard Services - Estimated Quantities (base period of the contract, starting on the date of contract award and continuing for a period of 12 months)

	Description	Estimated Qty	Unit	Unit Price	Total Price
1.	Equipment – Mobile Phones:				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry or of equal characteristic devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	BlackBerry or of equal characteristic Service (BES and BIS) – per BlackBerry or of equal characteristic line per year – unlimited data	300	EA/Year		
3.	National Calls (within Peru):				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to Telefonica (Movistar) mobile	140,000	Min/Year		
	3.3 Calls to Claro mobile	60,000	Min/Year		
	3.4 Calls to Nextel mobile	30,000	Min/Year		
	3.5 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.6 Calls to other landlines	30,000	Min/Year		
4.	International Calls Originating in Peru:				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	International Roaming:				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry or of equal characteristic data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry or of equal characteristic data service in other Countries	10,000	Kb/Year		
6.	SMS Messaging Services within Peru:				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	Additional SIM cards (lost/stolen/damaged)	100	EA		
	Sub-Total				
	18% IGV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. *Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	Rental of Mobile Phone with SIM card	500	EA/day		
	18% IGV				
	Estimated Annual Price for Temporary Additional Services				

TOTAL ESTIMATED AMOUNT FOR BASE YEAR

(Standard + Temporary Additional Services + IGV)

S/. _____

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

3.2 1st OPTION YEAR PRICING

Standard Services - Estimated Quantities

	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Equipment – Mobile Phones:				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry or of equal characteristic devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	BlackBerry or of equal characteristic Service (BES and BIS) – per BlackBerry or of equal characteristic line per year – unlimited data	300	EA/Year		
3.	National Calls (within Peru):				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to Telefonica (Movistar) mobile	140,000	Min/Year		
	3.3 Calls to Claro mobile	60,000	Min/Year		
	3.4 Calls to Nextel mobile	30,000	Min/Year		
	3.5 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.6 Calls to other landlines	30,000	Min/Year		
4.	International Calls Originating in Peru:				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	International Roaming:				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry or of equal characteristic data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry or of equal characteristic data service in other Countries	10,000	Kb/Year		
6.	SMS Messaging Services within Peru:				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	Additional SIM cards (lost/stolen/damaged)	100	EA/Year		
	Sub-Total				
	18% IGV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. *Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	Rental of Mobile Phone with SIM card	500	EA/day		
	18% IGV				
	Estimated Annual Price for Temporary Additional Services				

TOTAL ESTIMATED AMOUNT FOR 1st OPTION YEAR

(Standard + Temporary Additional Services + IGV)

S/. _____

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

3.3 2ND OPTION YEAR PRICING

Standard Services - Estimated Quantities

	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Equipment – Mobile Phones:				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry or of equal characteristic devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	BlackBerry or of equal characteristic Service (BES and BIS) – per BlackBerry or of equal characteristic line per year – unlimited data	300	EA/Year		
3.	National Calls (within Peru):				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to Telefonica (Movistar) mobile	140,000	Min/Year		
	3.3 Calls to Claro mobile	60,000	Min/Year		
	3.4 Calls to Nextel mobile	30,000	Min/Year		
	3.5 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.6 Calls to other landlines	30,000	Min/Year		
4.	International Calls Originating in Peru:				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	International Roaming:				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry or of equal characteristic data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry or of equal characteristic data service in other Countries	10,000	Kb/Year		
6.	SMS Messaging Services within Peru:				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	Additional SIM cards (lost/stolen/damaged)	100	EA/Year		
	Sub-Total				
	18% IGV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. *Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	Rental of Mobile Phone with SIM card	500	EA/day		
	18% IGV				
	Estimated Annual Price for Temporary Additional Services				

TOTAL ESTIMATED AMOUNT FOR 2nd OPTION YEAR
(Standard + Temporary Additional Services + IGV)

S/. _____

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

3.4 3RD OPTION YEAR PRICING

Standard Services - Estimated Quantities

	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Equipment – Mobile Phones:				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry or of equal characteristic devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	BlackBerry or of equal characteristic Service (BES and BIS) – per BlackBerry or of equal characteristic line per year – unlimited data	300	EA/Year		
3.	National Calls (within Peru):				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to Telefonica (Movistar) mobile	140,000	Min/Year		
	3.3 Calls to Claro mobile	60,000	Min/Year		
	3.4 Calls to Nextel mobile	30,000	Min/Year		
	3.5 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.6 Calls to other landlines	30,000	Min/Year		
4.	International Calls Originating in Peru:				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	International Roaming:				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry or of equal characteristic data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry or of equal characteristic data service in other Countries	10,000	Kb/Year		
6.	SMS Messaging Services within Peru:				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	Additional SIM cards (lost/stolen/damaged)	100	EA/Year		
	Sub-Total				
	18% IGV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. *Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	Rental of Mobile Phone with SIM card	500	EA/day		
	18% IGV				
	Estimated Annual Price for Temporary Additional Services				

TOTAL ESTIMATED AMOUNT FOR 3RD OPTION YEAR
(Standard + Temporary Additional Services + IGV)

S/. _____

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

3.5 4TH OPTION YEAR PRICING

Standard Services - Estimated Quantities

	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Equipment – Mobile Phones:				
	1.1 New Mobile Phones with SIM cards	250	EA/Year		
	1.2 New BlackBerry or of equal characteristic devices with SIM cards and BIS or BES CAL (Client Access License)	150	EA/Year		
2.	BlackBerry or of equal characteristic Service (BES and BIS) – per BlackBerry or of equal characteristic line per year – unlimited data	300	EA/Year		
3.	National Calls (within Peru):				
	3.1 Unlimited Calls within the Embassy Virtual Private Network (VPN) – Prices per line per year	900	EA/Year		
	3.2 Calls to Telefonica (Movistar)	140,000	Min/Year		
	3.3 Calls to Claro mobile	60,000	Min/Year		
	3.4 Calls to Nextel mobile	30,000	Min/Year		
	3.5 Calls to landlines within the Contractor's network	30,000	Min/Year		
	3.6 Calls to other landlines	30,000	Min/Year		
4.	International Calls Originating in Peru:				
	4.1 Outgoing Calls from Peru to the USA	100,000	Min/Year		
5.	International Roaming:				
	5.1 Incoming Calls while in the USA	15,000	Min/Year		
	5.2 Incoming Calls while in other Countries	5,000	Min/Year		
	5.3 Outgoing Calls from the USA to Peru	15,000	Min/Year		
	5.4 Outgoing Calls from the other Countries to Peru	5,000	Min/Year		
	5.5 BlackBerry or of equal characteristic data service in the USA	50,000	Kb/Year		
	5.6 BlackBerry or of equal characteristic data service in other Countries	10,000	Kb/Year		
6.	SMS Messaging Services within Peru:				
	6.1 SMS Messaging within VPN	75,000	SMS/Year		
	6.1 SMS Messaging within Contractor's network	75,000	SMS/Year		
	6.1 SMS Messaging to other mobile networks	75,000	SMS/Year		
7.	Additional SIM cards (lost/stolen/damaged)	100	EA/Year		
	Sub-Total				
	18% IGV				
	Estimated Annual Price for Standard Services				

Temporary Additional Services: The unit price set forth below is per phone per day. *Above Standard Service rates should apply to rented equipment (i.e. call rates).

	Description	Estimated Qty	Unit	Unit Price	Total Price
8	Rental of Mobile Phone with SIM card	500	EA/day		
	18% IGV				
	Estimated Annual Price for Temporary Additional Services				

TOTAL ESTIMATED AMOUNT FOR 4th OPTION YEAR

(Standard + Temporary Additional Services + IGV)

S/. _____

During this contract period, the Government shall place orders totaling a minimum of S/.100,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed S/. 2,000,000.00. This reflects the contract maximum for this period of performance.

3.6 GRAND TOTAL PRICE

(Standard Services + Additional Services + IGV)

Base Year	_____
1 ST Option Year	_____
2 ND Option Year	_____
3 RD Option Year	_____
4 th Option Year	_____
 Grand Total	 _____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20**

1. PERFORMANCE WORK STATEMENT

This solicitation is for mobile telephone and data services. The Government currently uses 627 mobile phones and 305 BlackBerry or of equal characteristics for official purposes. The Contractor shall provide complete mobile telephones and data services for the US Embassy of Lima. Services provided shall include:

- Mobile Telephone equipment
- SIM Cards
- Calls within Peru
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Voice Mail
- Rent of mobile phones with SIM cards
- 24 hour Customer service
- Detailed Billing of calls made
- Data Services
- Internet browsing for BlackBerry or of equal characteristics
- Client Access License (CAL) – BIS/BES

The Contractor shall ensure that the connection through its network is of the highest quality possible and shall be uninterrupted, clear and with no static. Network problems shall be remedied immediately, and the COR must be immediately informed of any problems, and their resolution.

1.1 EQUIPMENT PACKAGE

The basic package shall include but is not limited to the following items:

- a) The ***Mobile Phone Equipment*** package shall include but is not limited to the following items:
 - Mobile Phone (high quality/gamma group approved by the COR)
 - SIM Cards
 - Battery (at least Li-Ion)
 - Battery charger,
 - Personal Hands-free kit
 - Belt clip or pouch
 - User manual

- Safety certificate and brochures
- b) The basic ***BlackBerry or of equal characteristic equipment*** package shall include but is not limited to the following items:
- BlackBerry or of equal characteristic Device (approved by the COR – currently only the BlackBerry or of equal characteristic Bold model) *
 - SIM Cards
 - Battery (at least Li-Ion)
 - Battery charger,
 - Personal Hands-free kit
 - Belt clip or pouch
 - User manual
 - Safety certificate and brochures
 - BlackBerry or of equal characteristic Internet Service and BlackBerry or of equal characteristic Enterprise Service Client Access License

* Only specific BlackBerry or of equal characteristic models are approved in Washington on a periodic basis. The Government can only use these models and no substitutes are allowed. The contractor is required to keep sufficient stock on hand for the Government's needs so that BlackBerry or of equal characteristics can be delivered within 48 hours of request.

1.2 BLACKBERRY OR OF EQUAL CHARACTERISTIC SERVICE

The Government requires the Contractor to provide unlimited BlackBerry or of equal characteristic Internet Service and BlackBerry or of equal characteristic Enterprise Service for each open BlackBerry or of equal characteristic line.

1.3 CALLS WITHIN PERU

The Contractor shall ensure on a 24-hour basis 100% local network coverage in populated areas within Peru, to include all urban areas and main traffic routes.

1.4 VIRTUAL PRIVATE NETWORK

The Government requires that a Virtual Private Network (VPN) be established for all lines under this contract. This VPN allows for unlimited calls to and from all lines held by the Government under this contract.

1.5 INTERNATIONAL CALLS

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all Latin American and European countries and all other worldwide countries that telephone services are available.

1.6 INTERNATIONAL ROAMING

The Contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Government for roaming within the United States, Central and South America and the Caribbean.

The Contractor shall provide a referential price list for other international calls, roaming charges and SMS rates not specifically requested in Section 3 – Pricing above.

1.7 WIRELESS APPLICATION TOTOCOL (WAP)

The Contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

1.8 SMS MESSAGING

The Contractor shall provide 24-hour access to SMS messaging.

1.9 VOICE MAIL

The Contractor shall provide Voice Mail services in English and Spanish. Voice Mail Box shall be prepared for each number separately as per standard practice.

1.10 RENT OF MOBILE PHONES WITH SIM CARDS

The Contractor shall provide up to 100 mobile phones for rent within 2 working days of notice, according to Government needs, for official visits. Included with the mobile phone should be SIM card, English Instruction Manual, batteries, phone charger, and belt clip and/or pouch.

1.11 CUSTOMER SERVICE

The Contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting and manufacturer's warranty information, and all other matters concerning the mobile telephone services through the Contractor's Project Manager.

1.12 DETAILED BILLING

The Contractor shall provide monthly breakdown of calls made by individual numbers. The breakdown shall clearly show:

- Called Number
- The Time and Date of the call
- The Duration of the call
- Price

The monthly list of calls made shall be forwarded to the Financial Management Office/Designated Billing Office (FMO/DBO) until the end of each current month for the previous month to the following address:

U.S. Embassy Lima
Financial Management Office / DBO
Av. Lima Polo cdra. 2 s/n
Surco

2. MIGRATION PLAN

The Government currently uses several service providers to provide mobile phone and BlackBerry or of equal characteristic service to employees. The Government intends to consolidate to one service provider, as feasible. The Contractor must develop a migration plan to ensure a seamless transfer of service. This plan should be part of the offeror's Technical Evaluation Proposal.

2.1 Migration of Current Contractor Plan Customers to this Contract

The Contractor will migrate all Government employee contracts currently held with the Contractor to this new contract, regardless of the time remaining on any prior contract. This migration will be done at no cost to the Government and any penalties associated with cancellation of the old contract will be forgiven (i.e. no charge). The migration will be completed no less than thirty (30) days following initiation of the contract.

2.2 Migration of Phone Numbers from Other Mobile Service Provider(s)

2.2.1 The Contractor will be responsible for the transfer process of all mobile phone numbers from other Peruvian mobile service provider(s) to this new contract.

2.2.2 The Contractor should provide sufficient personnel needed to:

- unblock Government owned devices;
- record the IMEI number together with the migrated mobile number of each device;
- forward the information to the corresponding area in order to get the new SIM cards;
- place SIM cards in all devices; and
- test devices to confirm that service is good and running

This transfer process including the provision of SIM cards needed for Government owned devices will be completed by the Contractor at no cost to the Government.

2.2.3 The Contractor will enact this transfer process within 48 hours following the written request in coordination with the COR. The transfer process will be completed no less than forty-five (45) days following initiation of the contract.

3. INVOICING

3.1 The Contractor shall provide the following invoices on a monthly basis:

- a) Government Summary Invoice
 - This invoice will summarize the charges for the entire Government and follow the format outlined in the pricing section of this contract.
- b) Government Detailed Invoice
 - This invoice will include a cost per individual line for the Government monthly invoice.
- c) Individual Line Detailed Invoice
 - One invoice per individual line will be provided that includes the detail for all calls and charges made by that line for the month.
- d) Contractor's name and bank account information for payments by wire transfers
- e) Invoice date
- f) Contract number
- g) A summary showing a listing of each line with total monthly price in local currency for that time.
- h) A detailed list of all calls made for each line.
- i) Prompt payment discount if any
- j) Name, title, phone number and address of person to contact in case of defective invoice

3.2 All invoices shall be forwarded to the following address on a monthly basis:

U.S. Embassy Lima
Financial Management Office / DBO
Av. Lima Polo cdra. 2 s/n
Surco

The invoices must be submitted in an electronic format agreed to by the CO and COR.

3.3 If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor. The Contractor must then submit a proper invoice.

3.4 Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt in the DBO of the proper invoice.

4. CONTRACTOR KEY PERSONNEL

4.1 The Project Manager, Sales Representative, Post-Sale Representative and Billing Representative must be able to converse in English and Spanish.

The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION	NAME	PHONE/CELL PHONE	E-MAIL
Project Manager	_____	_____	_____
Sales Representative	_____	_____	_____
Post-Sale Representative	_____	_____	_____
Billing Representative	_____	_____	_____

4.2 During the first year of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

4.3 After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

4.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

5. PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable Peruvian country laws.

6. ADDITION OF NEW LINES

The Contractor will provide a fully functional mobile device and SIM card to the COR within 48 hours after receiving a formal notification by e-mail.

7. NON-OFFICIAL LINES

This Contract is valid only for official Government needs.

8. DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

9. TECHNOLOGICAL REFRESHMENT

After contract award, the Government may pursuant to FAR clause 52.212-4, Contract Terms and Conditions –Commercial Items, paragraph (c), Changes, and request changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology, to include change in model of mobile devices.

The contractor may propose for the Government's technological refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

- (a) The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.
- (b) The proposed product(s) shall have capacity, performance, or functional characteristics equal or greater than the current product(s).
- (c) The proposal shall discuss the impact on hardware, services and delivery schedules. The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.

The contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. The contractor shall use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause and other applicable clauses to this contract.

10. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the Government the option to take advantage of any promotional programs that it offers and that is suited for use by Government

official purposes. The Government at its own discretion will have the option to take or reject the opportunity.

11. DELIVERY ORDERS

The CO or COR will issue delivery orders to order mobile devices and/or services to the Contractor for changes in performance of work under this contract. Requests will be placed by e-mail and will be followed up by written delivery order monthly.

12. TRAINING

The Contractor shall provide, at no additional cost, training to all Government employees who received a mobile device. Training to be provided will include the proper operation of equipment purchased and feature operation. The training will be coordinated with the COR to match the Government work schedule.

13. TECHNICAL SERVICE AND EQUIPMENT RETURN/DEFECTIVE POLICY

Equipment (mobile devices, etc.) provided by the Contractor are to be warranted to be free of manufacturer's defect.

Malfunctioning devices will be sent to the Contractor's Post-Sales Representative for technical service. The Contractor's Post-Sales Representative will evaluate the device and provide a complete diagnosis to the COR within 24 hours. If it is determined that the cause of malfunction is a manufacturer's defect the Contractor will provide a replacement device within 48 hours.

In addition, upon contract award, the Contractor will supply the Government, at no cost to the Government, ten (10) cellular phones devices of the high quality/gamma model agreed with SIM cards to by the COR that will be used as temporary replacements when phones are returned to the Contractor for repair. These ten (10) phones will remain in the possession of the Government and will be replaced each year with an updated model upon execution of option year amendments.

14. CUSTOMER SERVICE

The key personnel mentioned under paragraph 4. CONTRACTOR KEY PERSONNEL should be responsible for providing Customer Service as part of this contract.

The Contractor is to provide a 24/7 dedicated telephone number for emergency purposes (i.e. reporting equipment problems, malfunction, robbery, and lost of mobile devices.)

15. SURVIVABILITY AND RECOVERY

The Contractor shall have a working system of survivability of the network that operates independently from local infrastructure in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

The Contractor shall have a recovery plan in place that shall deal with such occurrences.