

SECTION 1

I. SCOPE OF CONTRACT

The Contractor shall provide mobile telephone services to the Embassy of the United States of America **Bucharest**. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor on a monthly basis for Standard Services that have been satisfactorily performed.

Temporary Additional Services are defined as short-term SIM Card. These services shall support special events at the Embassy. The Contractor shall provide Temporary Additional Services in addition to the scheduled services specified in this contract. The Contracting Officer shall order Temporary Additional 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 hour advance notice.

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

II. PERIOD OF PERFORMANCE

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

III. PRICING

All prices to be stated Euros.

III. A. Standard Services - Base Year of Service - Estimated Quantities (The Base Year of the contract starts on the date of the contract award and continues for a period of 12 months.)

Description	Estimated Yearly Qty	Unit	Unit Price	Total Yearly Price
1. Monthly Subscription Plans				
1A. Low Monthly Plan	171	monthly fixed rate per phone billed monthly		
1B. Medium Monthly Plan	140	monthly fixed rate per phone billed monthly		
1C. High Monthly Plan	15	monthly fixed rate per phone billed monthly		
1D. Low Data Only Plan	25	monthly fixed rate per device billed monthly		
1E. High Data Only Plan	4	monthly fixed rate per device billed monthly		
2. E1 Line				
	1	monthly fixed rate		
3. Value Added Tax (VAT)		percentage of total	0%	
4. Base Year Grand Total for Standard Services = Line Items 1A+1B+1C+1D+1E+2+3				

III. B. Temporary Additional Services - Base Year of Service

Description	Estimated Yearly Qty	Unit	Unit Price	Total Yearly Price
1. Short Term Low Monthly Plan Subscription	50	monthly fixed rate per device		
2. Value Added Tax (VAT)		percentage of total	24%	
3. Base Year Grand Total for Temporary Additional Services = Line Items 1+2				
III.A.7. Base Year Grand Total for Standard Services				
III.B.3. Base Year Grand Total for Temporary Additional Services				
Base Year Grand Total for All Services				

III. A. Standard Services - First Option Year of Service - Estimated Quantities (The First Option Year of the contract starts immediately after the Base Year ends and continues for a period of 12

Description	Estimated Yearly Qty	Unit	Unit Price	Total Yearly Price
1. Monthly Subscription Plans				
1A. Low Monthly Plan	171	monthly fixed rate per phone billed monthly		
1B. Medium Monthly Plan	140	monthly fixed rate per phone billed monthly		
1C. High Monthly Plan	15	monthly fixed rate per phone billed monthly		
1D. Low Data Only Plan	25	monthly fixed rate per device billed monthly		
1E. High Data Only Plan	4	monthly fixed rate per device billed monthly		
2. E1 Line				
	1	monthly fixed rate		
3. Value Added Tax (VAT)				
		percentage of total	0%	
4. Option Year Grand Total for Standard Services =				
	Line Items 1A+1B+1C+1D+1E+2+3			

III. B. Temporary Additional Services - Option Year of Service

Description	Estimated Yearly Qty	Unit	Unit Price	Total Yearly Price
1. Short Term Low Monthly Plan Subscription				
	50	monthly fixed rate per device		
2. Value Added Tax (VAT)				
		percentage of total	24%	
3. Option Year Grand Total for Temporary Additional Services = Line Items 1+2				
III.A.7. Option Year Grand Total for Standard Services				
III.B.3. First Option Year Grand Total for Temporary Additional Services				
First Option Year Grand Total for All Services				

Base Year Total	
Option Year 1 Total	
GRAND TOTAL FOR BASE + ALL OPTION YEARS	

VALUE ADDED TAX (VAT)

VAT VERSION A

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. The amount of VAT to be charged is 24%. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is included in each performance period. The portions of the solicitation subject to VAT are:

During this contract period, the Government shall place orders totaling a minimum of ***\$10,000.00***. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed ***\$100,000***. This reflects the contract maximum for this period of performance.

CONTINUATION TO SF-1449
RFQ NUMBER **SRO10015 –Q0004**
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

This solicitation is for mobile telephone services. The U.S. Embassy is using **355** lines for official purposes. The Contractor shall provide complete mobile telephones services for the U.S. Embassy of *Bucharest*. Services provided shall include:

Standard Services:

- Mobile Telephone Equipment
- Monthly Mobile Phone Plans
- National Calls within Romania
- International Calls
- International Roaming
- SMS messaging
- Data Services
- Wireless Application Protocol (WAP)
- Spare SIM Cards
- Voice Mail
- Temporary Additional Services
- 24-Hour Customer Service
- Detailed Billing of Calls Made
- Short Notice Deactivations
- E1 Trunk
- Suspension of Service
- Online Account Access

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. The Contractor shall ensure adequate signal coverage at the US Embassy in Bucharest.

1.1 MOBILE TELEPHONE EQUIPMENT

Upon request the contractor shall supply unlocked mobile phones at market rates or an agreed upon subsidized rate. The basic package shall include, but is not limited to, the following items:

Mobile Phone
Batteries (at least Li-Ion)
Battery Charger

User Manual
Safety Certificate and Brochures

1.2 MONTHLY MOBILE PHONE PLANS

The contractor shall provide monthly mobile phone plans meeting the minimum requirements below. The contractor may propose an alternate plan that is similar in structure.

Monthly Subscription Plans Sample					
Description	National Minutes/SMS to own and other service providers. +	Roaming Minutes/SMS (Combined) Within Europe/USA *	International Minutes**	National Data ***	Roaming Data ****
Low Monthly Plan	Unlimited	-	-	500MB	-
Medium Monthly Plan	Unlimited	200	100	2GB	1GB
High Monthly Plan	Unlimited	600	300	4GB	2GB
Low Data Only Plan	-	-	-	2GB	1GB
High Data Only Plan	-	-	-	4GB	2GB
E1 Trunk (Voice only)	Unlimited	-	-	-	-

Compatible SIM cards should be provided with all subscriptions.

+National minutes/SMS within all of Romania, all providers.

*Indicate all countries included in the roaming area.

** Indicate all countries included in the international minutes.

*** Once data cap has been reached it should be reduced to a slower speed with no additional charges.

**** Once maximum roaming data has been reached it should be disabled to prevent any additional charges.

In option year, as technology modifies plans, provided levels of service can increase.

1.3 NATIONAL CALLS WITHIN *Romania*

The Contractor shall ensure on a 24-hour basis at least 90% local network coverage around *Romania* with special consideration to all urban areas and main traffic routes.

1.4 INTERNATIONAL CALLS

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

1.5 INTERNATIONAL ROAMING

The Contractor shall provide as extensive international roaming connectivity as possible, with the special interest of the Government for roaming within all Europe and the USA.

1.6 SMS MESSAGING

The Contractor shall provide access to around the clock SMS messaging.

1.7 DATA SERVICES

The Contractor shall provide around the clock access to data services allowing free and open access to the internet.

1.8 Reserved.

1.9 SPARE SIM CARDS

The Contractor shall provide spare SIM cards upon request.

1.10 VOICE MAIL

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

1.11 TEMPORARY ADDITIONAL SERVICES

The Contractor shall provide SIM cards according to Government needs for official visits. The SIM cards shall be activated for a period of up to one month on the low monthly plan.

1.12 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,

manufacturer's warranty information, and all other matters concerning the mobile telephone services through the Contractor's Project Manager.

1.13 ELECTRONIC DETAILED BILLING

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

- Called Number
- Time and Date of the Call
- Duration of the Call
- Price
- SMS Usage
- Data Service Usage
- Roaming/International Usage

1.13.2 The monthly lists of calls made shall be forwarded to Information Program Center until the end of each current month for the previous month either by email to BucharestIPC@state.gov or to the following mailing address:

***U.S. Embassy Bucharest
Attn. Information Management Office
4-6 Dr. Liviu Librescu Blvd., Sector 1
Bucharest 015118, Romania***

The email contact information may be updated during the contract period.

1.13.3 Upon request we may ask for additional electronic reports that will provide relevant account information over a specified time frame.

1.14 SHORT NOTICE DEACTIVATIONS

The Contractor shall allow up to 10% of account subscriptions per year to be cancelled without penalty due to unforeseen or emergency circumstances. In the unlikely event that the U.S. Embassy needs to reduce the mission size drastically or entirely close the mission due to uncontrolled events (example natural disaster, terrorism, war) there would be no penalty for deactivations.

1.15 E1 TRUNK

The Contractor shall provide the ability to make mobile calls from landline phones located at the U.S. Embassy via a buried E1 terrestrial fiber cable connected to the Embassy telephone switch.

1.16 SUSPENSION OF SERVICE

The Contractor shall allow the ability to temporarily suspend service on an individual line in order to retain the phone number.

1.17 ONLINE ACCOUNT CONTROL

The Contractor shall provide an online account interface to allow the COR to view current usage, manage lines, and make modifications.

2. INVOICING

(a) The Contractor shall submit monthly invoices to the COR at the address shown in paragraph d below. A proper invoice must include the following information:

- Contractor's name and bank account information for payments by wire transfers
- Invoice Date
- Contract Number
- A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule
- A detailed list of all calls made for each line
- Prompt payment discount, if any
- Name, title, phone number, and address of person to contact in case of defective invoice

(b) 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 within 7 calendar days. The Contractor must then submit a proper invoice.

(c) The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

(d) The Contractor will send all invoices to the following address:

**U.S. Embassy Bucharest
Attn. Financial Management Office
4-6 Dr. Liviu Librescu Blvd, Sector 1
Bucharest 015118, Romania**

(e) Payment shall be made in Euros by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice

(f) The Government will provide annual proof of a direct exemption of Value Added Tax (VAT); according to host country VAT laws.

3. KEY PERSONNEL

3.1 The Project Manager must be able to converse in English and Romanian. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION _____ NAME _____

Project Manager

3.2 During the first 90 days 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.

3.3 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.

3.4 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.

4. 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 **Romanian** country laws.

5. GOVERNMENT FURNISHED PROPERTY

5.1 The Government intends to use Government Owned Equipment and Accessories as listed below: all existing mobile devices. The Contractor shall provide a fully functional SIM card, telephone number, and appropriate security codes for all existing Government cell-phones.

6. ADDITION OF NEW LINES

The Contractor will provide a fully functional SIM card, telephone number, and appropriate security codes to the COR within 24 hours after receiving a delivery order under the contract.

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; request changes within the scope of the contract. These changes may be required to improve performance or react to changes in technology.

The Contractor may propose for the Government's technological refreshment, substitutions or additions for any provided products 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 substitutions.

Such substitutions 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 the capacity, performance, or functional characteristics equal to or greater than, the current product(s).

- (c) The proposal shall discuss the impact on hardware, services, and delivery schedules. The cost of the changes not specifically addressed in the proposal shall be borne entirely by the Contractor.
- (d) Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will 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 FAR clause 52.212-4, paragraph (c), Changes, and other applicable clauses of the contract.

10. SPECIAL SHORT TERM PROMOTION

For the entire contract duration, the Contractor will offer the U.S. Embassy the option to take advantage of any promotional programs that it offers and that is suited for use by U.S. Embassy staff. The U.S. Embassy, at its own discretion, will have the option to take or reject the opportunity.

11. DELIVERY ORDERS

The Contracting Officer will issue delivery orders to order phone and services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

12. TRAINING

The Contractor shall provide, at no additional cost, training to all U.S. Embassy employees who received a mobile phone. Training to be provided will include the proper operation of the equipment purchased and the equipment's operating features. The training will be coordinated with the COR to match the U.S. Embassy work schedule.

13. EQUIPMENT RETURN/DEFECTIVE POLICY

If a telephone is defective or is being returned, the telephone will be exchanged within four (4) business days.

14. CUSTOMER SERVICE CENTERS

The Contractor is to provide a telephone number for the purpose of reporting equipment problems and malfunctions, billing inquiries, and customer question regarding accounts and services.

15. SURVIVABILITY AND RECOVERY

The Contractor shall have a working system of network survivability in case of emergencies and serious disasters 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.

16. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all mobile services set forth in the scope of work.	1. thru 17.	All required services are performed.