ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 01 Apr 2009
2. CONTRACT NO. *(if any)*: GS35F0297K
3. ORDER NO.: RA133009BU0054
4. REQUISITION/REFERENCE NO.: NAAJ1300-9-03690
5. ISSUING OFFICE *Address correspondence to:* AJ730004
U.S. DEPT. OF COMMERCE - BOULDER LABS
ACQUISITION MANAGEMENT DIVISION /MC3
325 BROADWAY
BOULDER, CO 80305
KATHY CLARK 303-497-3870

6. SHIP TO: FN503024
a. NAME OF CONSIGNEE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO: 00009265 TIN: 742955068

a. NAME OF CONTRACTOR
AT&T MOBILITY LLC DUNS: 003548489
b. COMPANY NAME
c. STREET ADDRESS
GOVERNMENT SOLUTIONS
7229 PARKWAY DRIVE
d. CITY HANOVER e. STATE MD f. ZIP 210761317

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION BOC: OBLIGATED AMT: $0.00
See Attached Schedule

10. REQUISITIONING OFFICE
NOAA - OCIO - P

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. Small ☒ b. Other than small ☐ c. Disadvantaged ☐ d. Women-owned ☐ e. HUBZone ☐ f. Emerging small business ☐ g. Service-disabled veteran-owned

12. F.O.B. POINT
DESTINATION

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE
31 Mar 2014

16. DISCOUNT TERMS
00.00% 0 Days
Net 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	This Blanket Purchase Agreement (BPA) is to provide wireless communication services and equipment to all Bureaus within the Department of Commerce. The term of this BPA shall be from April 1, 2009 through March 31, 2014, unless sooner terminated. Additional provisions are set forth in Attachment A, Blanket Purhase Agreement.					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

21. MAIL INVOICE TO:
a. NAME
U. S. DEPT. OF COMMERCE/EDA
b. STREET ADDRESS *(or P.O. Box)*
14TH & CONSTITUTION AVE., N.W.
ROOM 7015
c. CITY WASHINGTON
d. STATE DC
e. ZIP CODE 20230

17(h) TOTAL (Cont. pages)

17(l) GRAND TOTAL
US$ 0.00

22. UNITED STATES OF AMERICA BY *(Signature)* Mark E. Caban

23. NAME *(Typed)*
MARK E. CABAN 303-497-6875
(TITLE CONTRACTING/ORDERING OFFICER)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. *(if any)*	ORDER NO.
01 Apr 2009	GS35F0297K	RA133009BU0054

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	Attachment A, Blanket Purhase Agreement.					
0001	Provide wireless products, services and accessories in accordance with the Statement of Work and the Contractor's referenced GSA contract. BPA calls may be placed by any duly authorized Contracting Officer. This BPA is available for use by any Office or Bureau within the Department of Commerce. Accounting and Appropriation Data: 14.09.G8PCC05.N00.0089.060102010.060100 0302000000.25230000.000000	0	EA	0.00	0.00	

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ATTACHMENT(S):
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Department of Commerce (DOC) Local Clauses

1. **CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)**
   The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

   (End of clause)

2. **CAR 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)**
   The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified):

   To perform the following Statement of Work/Specifications.

   (End of clause)

Statement of Work

1.0 Project Overview

1.1 Background

The Department of Commerce (DoC) requires cellular telecommunication services to support cellular voice, data and other mobility-enabling communications at domestic and international locations in support of current and future operational requirements. DoC currently utilizes an assortment of contract vehicles to obtain these services and associated equipment such as cellular telephones, PDAs (Blackberry, Trio, etc.) and broadband access cards for laptop PCs. An informal estimate of DoC's current cellular service is 1500 cellphones, 600 PDAs, and 450 data cards. DoC will award a Blanket Purchase Agreement (BPA) to cover the above services and equipment needs. The BPA via calls/task orders will allow DoC Line and Staff offices to select from ALL service plans and equipment offered through a General Service Administration (GSA) schedule vendor to obtain an optimal combination of service coverage for users. The BPA will be extended to include all agencies within the DoC at the discretion of the awarding agencies Contracting Officer.

1.2 Geographic Scope of Contract (Based on the CONUS Agreement - GSA #GS-35F-029K):

The geographic scope for services required under this contract is Domestic U.S. There will be one (1) distinct component to the geographic access requirement - Domestic U.S. Domestic Service is defined as service to the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

1.3 Special Geographic Functionality:

Services will provide reliable, high-quality service coverage in areas that are geographically remote or otherwise isolated from commonly available cellular service. Service is desired in the Washington, D.C. metropolitan area throughout the network of tunnels at the core of the Metro subway system. Information about specialized calling plans within geographic zones, such as state wide calling plans within Alaska, Hawaii, or other locations is desired.

1.4 General Service Criterion

NOAA has identified several desired administrative and technical features for cellular services under these contracts. These include:

- Maintaining or enhancing the geographic connectivity and service quality of cellular voice and data communications currently available to employees;
- Reducing communications expenses for individual cellular accounts through the incorporation of "pooled minutes" (when multiple users share a pool of minutes) for consolidated service accounts, provision of "within network" minutes, "home" airtime rates, and night/weekend service;
- Simplifying and streamlining administrative tasks associated with ordering services and devices, reviewing summary and detail reports of both usage and billing, and processing invoices for payment of services received;
- Minimizing the necessity for users to maintain multiple service accounts and associated cellular devices for domestic and international voice and data communication.
- And accommodating the transition of users and "porting" of existing telephone numbers.

1.5 Standard Feature Requirements

The standard feature requirements are functional business requirements based on discussions with representatives from NOAA line offices and review of recent wireless network system acquisitions by various NOAA components. The following features are desired as part of the standard plan offerings and/or available as enhancement services at additional costs.

Standard Feature Requirements		
Caller Identification (ID)	Call Waiting Conditional/Immediate	Call Forwarding Conditional
Call Forwarding Immediate	Three Way Calling	Call Hold
Message Waiting Indicator	Basic Voice Mail - Free	Basic TXT Messaging
Mobile to Mobile	Rollover Minutes	Broadband Access
Call Transfer - Busy	Call Transfer - No Answer	Home Long Distance
Data Service Detail Report	Billing Summary Detail Report	Push to Talk
Roaming - Domestic	Roaming (Expanded) - International	Unlimited Machine 2 Machine (M2M) Communication
411 Connect	Technology Refresh	Bluetooth capabilities

2.0 Vendor Qualifications & Operational Services

2.1 Vendor Qualifications - The ability to provide the following:

2.1.1 Experience in designing, building and managing modern cellular telecommunications infrastructure and solutions.

2.1.2 Wireless communications system offerings, to include products for both the small/medium enterprise (SME) and large enterprise customer markets.

2.1.3 Experience in providing detailed billing information for each individual call associate to the Blanket Purchase Agreement (BPA).

2.1.4 Wireless Communication Technology Refresh Plan - A wireless device must be in service for a minimum of 21 months to be eligible for an equipment upgrade at the discounted pricing regardless of the contract vehicle chosen. If one chooses to upgrade or replace equipment due to loss or theft of that device prior to completing 10 months of service, you may be charged full retail price.

2.1.5 All Seed Stock provision apply - a means to maintain equipment inventory on as needed basis. Refers to a limited number of defined devices that can be purchased and activated for emergency or short term notice deployment.
(Usually about 5 devices for agencies with 1k lines of service.)

2.1.6 Spot discounts for equipment and service plans

2.2 Operational Services

2.2.1 Administrative resources supporting service provisioning (new implementation and service transitions) and continuing service support for cost optimization, account consolidation, problem resolution and billing issues.

2.2.2 Technical support capabilities for network performance monitoring, maintenance and repair.

2.2.3 Repair or replacement of cellular devices that have malfunctioned or become obsolete. The availability of technical, maintenance and repair support facilities, including dispatch methods, response times and technician support tools.

3.0 Service Rate Plans

- Nationwide Bundled Voice and Data Service Plans
- PDA/Smartphone and Nationwide Blackberry Bundled Voice and Data Service Plans
- International Voice and Data Service Plans (purchase open market)
- Pooled Calling Plans (Shared Minutes)
- Push to Talk Calling Plans
- Voice and Text Message Mailboxes
- Wireless Communication **Technology Refresh Plan**
- Wireless Communication **Seed Stock Provision Plan**

4.0 Cellular Telephones and Data Devices

Cellular telephones, portable handheld devices, and data devices available to support the voice and data service requirements for wireless service capabilities.

- Cellular Phone
- PDA (Personal Digital Assistant)
- Smartphone

3. ADDITIONAL CONTRACT TERMS AND CONDITIONS

The following additional contract terms are hereby incorporated into the BPA between the Department of Commerce and AT&T Mobility, LLC.

a. **Price Discounts:** See Attachment A for additional discounts from the contractor's GSA schedule prices applicable for new users.

b. **Purchase of Open Market Items:** Only the Contractor's offered service plans are covered under its GSA contract and this BPA. All equipment and accessories are considered open market items. Ordering officials must ensure compliance with the requirements set forth in FAR 8.402(f) when ordering open market items under this BPA. Alternatively, open market items may be purchased outside this BPA using appropriate purchase card or other procedures.

c. **Reporting Requirements:** The Contractor shall provide quarterly reports through the Premier system, detailing orders placed against the BPA during the applicable quarter. Reports shall be submitted for each of the Government's fiscal year quarters and are due by the 15th day of the month following the end of each quarter. Reports shall contain the following information as a minimum:

- List of subaccounts under the BPA master account
- Breakdown of devices ordered
- Total voice charges for the period
- Total data charges for the period
- Geographic breakdown of users
- Minutes of use for the period
- Direct-connect minutes of use for the period
- Overage charge summary
- Rate plan analyses - A rate plan analysis is an evaluation within an account (Delivery Orders under the BPA) of the optimal configuration of rate plans (i.e., number of voice minutes, shared or unshared) that should be used to keep costs to a minimum. A sampling of accounts throughout the Department of Commerce will be used for the analysis.

ATTACHMENT A

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
U.S. DEPARTMENT OF COMMERCE (DOC)

In the spirit of the Federal Acquisition Streamlining Act **Department of Commerce** and **AT&T Mobility, LLC.** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) **GS-35F-0297K.**

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Mark E. Caban 4.1.09
Mark E. Caban DATE
Contracting Officer
Mountain Region Acquisition Division
NOAA Acquisition and Grants Office

Cathleen M Pryor 4.1.09
AT&T Mobility, LLC DATE

BPA NUMBER: RA1330-09-BU-0054
U.S. Department of Commerce (DOC)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0297K and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA exclusively with the U.S. Department of Commerce:

(1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	SPECIAL BPA DISCOUNT PRICE
All Wireless Service Plans and Equipment under FSS IT Schedule 70, Special Item users.	Additional Discounts for new customers: *Free 200 Messages (Text/IM/Pics/Vids) for voice Number 132-53 *$5.00 off of "Push to Talk" feature *$42.99 Connect-Data Govt Unlimited (regularly $55.99) *Blackberry Bundle Plans- All plans include-designated Peak Pooled Minutes, Unlimited Domestic Blackberry Enterprise Data, Unlimited Messaging, Unlimited Nights/Weekend Minutes, Unlimited Mobile to Mobile Minutes- 300 Min ($50), 400 Min ($54), 500 Min ($58), 1000 Min ($74.80) *Unlimited Domestic Blackberry Tethering $12 per month, per user to Bundle price point **These are additional discounts from the GSA Schedule Price.**

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
To be identified in individual calls when issued.	To be identified within individual calls when issued.

(3) The Government estimates, but does not guarantee, that the volume of purchases through the term of this agreement will not exceed $9,999,999.00.

(4) This BPA does not obligate any funds.

(5) This BPA expires on March 31, 2014 or at the end of the GSA contract period (March 31, 2010) whichever is earlier.

(6) The following offices are hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
Any DOC Bureau within the Department of Commerce	To be identified in individual BPA calls when issued.

(7) Orders may be placed against this BPA via Electronic Data Interchange (EDI) or written BPA calls.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that contain the following information as a minimum:
(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) BPA Call Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatibe with the use of automated systems; provided, that the invoice is itemized to show the information) ; and
(h) Date of Shipment.

(9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.