

Company Name:
Sprint Spectrum

Contract Number:
HSCETE-08-A-00001 (HSCETE08A00001)

Latest Modification Processed:
N/A

Period of Performance:
5/25/2008 through 8/10/2012

Services Provided:
Supplies U.S. Immigration and Customs Enforcement with wireless services, cell phones, blackberrys, and other wireless devices.

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER INVR06001	PAGE OF 1 2
2. CONTRACT NO. HSCETE-08-A-00001	3. AWARD EFFECTIVE DATE 05/25/2008	4. ORDER NUMBER	5. SOLICITATION NUMBER HSCETE-08-Q-00073
6. SOLICITATION ISSUE DATE 03/19/2008			

7. FOR SOLICITATION INFORMATION CALL:	8. NAME Rodney Gartrell	9. TELEPHONE NUMBER (No collect calls) 202-305- XXXXXXXXXX	10. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY ICE/Information Tech/RHD & IAA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/TE/HRD/I	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 NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (W)
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11. DELIVERY FOR FOC RESTRICTION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS As Indicated On Each Call	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (19 CFR 700) <input type="checkbox"/>	13b. RATING
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14. METHOD OF SOLICITATION <input type="checkbox"/> REG <input type="checkbox"/> IFB <input type="checkbox"/> RFQ	15. DELIVER TO As Indicated On Each Call	16. ADMINISTERED BY ICE/Information Tech/RHD & IAA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/TE/HRD/IAA
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17a. CONTRACTOR/OFFEROR SPRINT SPECTRUM LP 2001 EDMUND HALLEY DR RESTON VA 201913436	CODE 8394517961HRC	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call	CODE
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TELEPHONE NO. _____
 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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-35F-0329L DUNS Number: 839451796 Sprint BPA for Wireless Devices and Coverage Plans. (See Attachment 1). Period of Performance: 05/25/2008 to 08/10/2012 <i>(Use Reverse end/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call	26. TOTAL AWARD AMOUNT (For Cont. Use Only) \$0.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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 HEREIN.
 29. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 9), 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)
30b. NAME AND TITLE OF SIGNER (Type or print) RITA J. FISTER, DIRECTOR	31b. NAME OF CONTRACTING OFFICER (Type or print) Rodney Gartrell
30c. DATE SIGNED 06-03-08	31c. DATE SIGNED 5/23/08

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	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>)	42d. TOTAL CONTAINERS

Immigration and Custom Enforcement
BPA HSCETE-08-A-00001

BLANKET PURCHASE AGREEMENT (BPA)



**Immigration and Customs Enforcement
425 I Street, NW, R.2208
Washington, D.C. 20536**

Immigration and Custom Enforcement
BPA HSCETE-08-A-00001

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1. BLANKET PURCHASE AGREEMENT (BPA)

1.1 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Department of Homeland Security, Immigration and Customs Enforcement and Sprint enter into a single blanket purchase agreement (BPA) to support the Immigration and Customs Enforcement (ICE). The intent is to further reduce the administrative costs by acquiring commercial items and services from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contract BPAs eliminate contracting and open market cost such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. This BPA will further decrease costs, reduces 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 Government that works better and costs less.

Signatures:

ICE Contracting Officer

<u><i>Debra Centre</i></u>	<u><i>Contracting Officer</i></u>	<u><i>Debra Centre</i></u>	<u><i>5/23/08</i></u>
Printed Name	ICE Title	Signature	Date

Contractor

<u><i>RITA J. Fistera</i></u>	<u><i>DIRECTOR</i></u>	<u><i>Rita J. Fistera</i></u>	<u><i>06-03-08</i></u>
Printed Name	Company Title	Signature	Date

1. BLANKET PURCHASE AGREEMENT (BPA)

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Signatures:

ICE Contracting Officer

Rodney Gantch
Printed Name

ICE Title

Signature

Date

Contractor

Printed Name

Company Title

Signature

Date

2. BPA TERMS AND CONDITIONS

This section presents the general requirements applicable to the *Blanket Purchase Agreement (BPA)* Contractor.

The following contract services/products can be ordered under this BPA. **See Attachment 1**

It is the responsibility of the Offeror to notify the Contracting Officer of GSA Schedule price changes affecting line items and services listed in this BPA prior to award of any order. Discounts shall be applied against the GSA Schedule price for the product or service. If discounts are conditional on a given dollar volume or other condition, this must be stated clearly. Contractors may offer further price reductions in accordance with their commercial practice. For orders issued under this BPA, the price paid shall be the GSA Schedule price in effect at the time the order is issued less applicable discounts under this BPA. The relationship between the current price in the GSA Schedule and the price offered in the contractor's proposal shall remain constant; i.e., the discount shall remain the same throughout the term of the BPA. All orders placed against this BPA are subject to the terms and conditions of the GSA Schedule contract.

2.1 Description of Agreement

The vendor will supply the Government with wireless services, cell phones, blackberrys, and other wireless devices.

2.2 Federal Supply Schedule

All orders placed against this BPA are subject to the terms and conditions of the Offeror's Federal Supply Schedule (FSS) Contract.

2.3 Delivery

Delivery destination and Schedule will be specified in each order.

2.4 BPA Volume

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$17 million over a period of May 25, 2008 through August 10, 2012.

2.5 Extent of Obligation

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases made under an awarded BPA.

2.6 Purchase Limitation

The dollar limitation per order for ICE Contracting Officers is \$3M.

2.7 Individuals Authorized to Purchase under the BPA

ICE Contracting Officers are authorized to purchase under the BPA with a \$3M dollar limitation.

2.8 Delivery Tickets

All orders issued under this BPA shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information.

- (1) Name of supplier.
- (2) BPA number.
- (3) Date of purchase.
- (4) Purchase number.
- (5) Itemized list of supplies or services furnished.
- (6) Quantity, unit price, and extension of each item, less applicable discounts.
- (7) Date of delivery or shipment.

2.9 Invoicing

A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

2.10 Period of Performance

May 25, 2008 through August 10, 2012

2.11 Contracting Officer's Technical Representative (COTR):

To be determined

2.12 Program Manager (PM)

Immigration & Custom Enforcement
Attn: Stuart Sanz
425 I Street, NW,
Washington, DC 20536

3. CLAUSES

3.1 FAR 52.252-2 Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://farsite.hill.af.mil/vffara.htm>

3.2 FAR 52.212-1 Instructions to Offerors – Commercial Items (Nov 2007)

3.3 FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Feb 2007)

3.4 52.212-3 -- Offeror Representations and Certifications -- Commercial Items.

Offeror Representations and Certifications -- Commercial Items (Nov 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certificates 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 (b) through (k) 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;

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- (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.

“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

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(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 the 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

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

(b) *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 (b)(3) through (b)(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 _____

(c) Offerors must complete the following representations when the resulting contract is to 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

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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):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less

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51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	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*

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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, * 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

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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

Immigration and Custom Enforcement
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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) or 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:

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(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:

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[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 Debarment, Suspension or Ineligibility for Award (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; and

(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, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(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 Product

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.]

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(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—

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(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)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (1)(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 representation 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 (b) through (k) 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.]*

3.5 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.

**Contract Terms and Conditions Required to Implement Statutes or Executive Orders --
Commercial Items (Dec 2007)**

(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:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 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 (Jul 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 Aside (June 2003) (15 U.S.C. 644).

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

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- ___ (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.
- ___ (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 (Nov 2007)(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 (Sep 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 (Oct 1999)(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 Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ___ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).

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- (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 (Sep 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 (Sep 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 Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) 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, 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).

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___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (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:

[Contracting Officer check as appropriate.]

___ (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.*).

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___ (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)

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(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 (Sep 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), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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.

3.6 3052.242-72 Contracting Officer's Technical Representative.

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review 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 Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

4. STATEMENT OF WORK FOR WIRELESS SERVICES AND PRODUCTS

Department of Homeland Security (DHS)
U.S. Immigration and Customs Enforcement (ICE)

4.1 BACKGROUND

The U.S. Immigration and Customs Enforcement (ICE) has a mission to protect America and uphold public safety. ICE fulfills this mission by identifying criminal activities and eliminating vulnerabilities that pose a threat to our nation's borders, as well as enforcing economic, transportation, and infrastructure security. By protecting our national and border security, ICE seeks to eliminate the potential threat of terrorist acts against the United States.

4.2 SCOPE:

ICE currently has approximately 18,000 users who utilize cell phones, Blackberrys, PDAs and wireless broadband devices. Of this number, the vast majority use cell phones or Blackberrys. There are also approximately 300 Global System for Mobile Communication (GSM) enabled cell phones for use overseas. The Government projects growth in required services in fiscal year 2008 and later years. ICE intends to award a Blanket Purchase Agreement (BPAs) to several qualified contractors who can provide equipment and services for cell phones, Blackberrys, PDAs and wireless broadband devices to include International services.

The BPAs will have a period of performance of May 25, 2008 through August 10, 2012. ICE will reevaluate performance and pricing on an annual basis. Contractors with a current GSA Schedule contract for these services may offer any or all of the services described in this SOW. Individual orders with a value greater than \$2,500 that are placed against BPA Calls will be competed among BPA holders. Calls will be issued against the BPAs. The BPA calls will be front loaded with funds, and orders are placed against the BPA calls until funds are exhausted.

4.3 REQUIREMENTS:

Contractors shall be able to provide one or more of the following: cell phones, Blackberrys, PDAs and wireless broadband devices, as well as domestic and/or international service for this equipment. Specific requirements are outlined below.

4.3.1 Cell Phones, Blackberrys, PDAs and Domestic and International Service:

- Assist with selecting the optimal rate plan for ICE for voice and data usage on a monthly basis.
- Provide unlimited data service per month.
- Provide access to Shared/Pooled minutes – a National pool account is preferred.
- Provide free in-network minutes.
- Provide no roaming charges within the United States.

- Provide handsets that do have cameras as required.
- All services and devices furnished shall provide technology that is state-of-art.
- Provide access to Wireless Priority Service (WPS) on the same device that has voice capability (at no extra charge)
- All equipment must have the ability to block sender caller ID information.
- Services provided may include (and may be bundled by the offeror) call waiting, caller ID, call forwarding, 411 connect, three way calling, voice mail, text messaging, data transfer.
- Integrated Digital Enhanced Network (IDEN) push-to-talk digital service is preferred.
- GPS devices and services shall be available.

4.3.2 Wireless Broadband Devices:

- Assist with selecting the optimal rate plan for ICE for data usage on a monthly basis.
- Provide unlimited data service per month.
- Provide no roaming charges within the United States.
- All services and devices furnished shall provide technology that is state-of-art.

4.3.3 Additional requirements for all equipments and services:

- A Dedicated Account Team (or representative) is preferred. This team:
 - Shall be responsible for ICE service support including new purchases, changes or replacements, and trouble or maintenance support.
 - Shall be separate from the commercial customer service team.
 - Shall be available from 7:00 am – 7:00 pm Eastern Standard Time, Monday through Friday.
 - Shall return all calls from authorized ICE representatives within 60 minutes.
- Access to the account will be “locked down,” - restricted to pre-authorized ICE employees and the dedicated account team.
- No one, except the pre-authorized ICE employees and the dedicated account team, shall be authorized to make changes to the account.
- Customer service and technical support will be available on a 24-hour by 7-day basis. This is preferred.
- Contractors shall provide discounts to the GSA Catalog pricing for various levels of service and pooled minutes to include discounts, declining rates per level of usage and pricing for Puerto Rico. Canada and Mexico will be additional charge.
- Contractors shall provide free activation of service.
- Prices for handsets, BlackBerrys, PDAs and wireless broadband devices, etc., will reflect discounted pricing and show breakpoints for further discounts (if applicable).
- Additional devices and services shall be provided as requested by the Contracting Officer during the contract period of performance via an order under the BPA.

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- Devices in continuous service for two years or more are subject to free upgrade on the anniversary date of the time the device was put in service under the existing BPA, predecessor contract, or order. The upgrade shall occur quarterly.
- The cost of new devices and ongoing service rates will be reviewed annually, before an option is exercised.
- Each device shall have a belt clip and/or a case as part of the device package (with the exception of the wireless broadband devices).
- Defective equipment shall be replaced within the warranty period with the same model or an upgraded model if the same model is discontinued or is otherwise not available during the warranty period. The warranty period is twelve months from receipt of devices.
- Local Numbering Plan Area (NPA) assignment shall be available for devices without additional charges and billed on the same invoice.
- Invoicing: the contractor shall allow for flexibility of centralized and / or de-centralized billing (e.g., to field offices).

4.4 DELIVERABLES AND DELIVERY:

Fifteen business days after an order is placed against the BPA Call, the Government will provide a list of all known accounts or phone numbers to be transitioned to the Contractor.

The Contractor is responsible for the following deliverables for all services and equipment:

- Transition Schedule of all accounts and phone numbers.
- Transition Progress Report.
- Statistical Report of Network Availability during the reporting period.
- Summary Report of Dropped Cell Calls.
- Customer Satisfaction Report. This report shall reflect the average time for resolution of complaints and average time for resolution of other customer issues on a quarterly basis.
- User/Usage Data Report: number of users, number of average minutes used, number of push to talk and mobile-to-mobile minutes used, etc.
- Quarterly meetings with the COTR(s) to discuss trends and issues.

One copy of each deliverable shall be provided to the COTR(s) and Contract Specialist on the due date. Names, addresses, and email addresses for the COTR and Contract Specialist will be provided at time of award.

Deliverable	Due
List of known accounts/phone numbers to be transitioned (Government)	15 business days after an order is placed against the BPA Call
Transition Schedule	15 calendar days after receipt of order against BPA Call
Approval of Transition Schedule (COTR)	5 calendar days after COTR receives Transition Schedule
Transition Progress Report	Weekly
Statistical Report of Network Availability	Monthly

Immigration and Custom Enforcement
BPA HSCETE-08-A-00001

Summary Report of Dropped Cell Calls	Monthly
User/Usage Data Report	Monthly
Customer Satisfaction Report	Quarterly
Meeting with COTR(s)	Quarterly (To be scheduled based on mutual availability)

***Note:** if the due date falls on a holiday, the report shall be due the day before the holiday. If the due date falls on a Saturday, the report shall be due the Friday before the due date. If the due date falls on a Sunday, the report shall be due the Monday after the due date.

4.5 GOVERNMENT FURNISHED PROPERTY/INFORMATION

As stated under Section 4 - Deliverables and Delivery, the Government will provide a list of known accounts and phone numbers to be transitioned within 15 business days after an order is placed against BPA Call.

5. ATTACHMENT 1

SPRINT BPA PRICE LIST

**ATTACHMENT 1 - SPRINT BPA PRICE LIST FOR DEVICES
BPA HSCETE-08-A-00001**

Part Number	Product Description	GSA Price	ICE BPA Price	
NV5720DORA	Novatel S720 EVDO Card	b4	b4	
SP7130RIM	Rim 7130 EVDO			
AC595UDORA	Sierra 595U USB Modem			
NEX720DORA	Novatel EX720 EVDO Card			
SP8703ERIM	Rim Blackberry 8703E EVDO Handset Kit			
SP8830RIM	Rim Blackberry 8830 Handset Kit			
SPHIP830WS	Samsung IP830W EVDO Gsm Handset Kit			No L
DA4000R	Blackberry 7100I Handset Kit NEX			available
Open Market	All Available BlackBerry Devices			N/A
Open Market	All Available PDA Devices			N/A
Open Market	All Available Broadband Connection Cards	N/A		
Open Market	All Handsets under \$100 Current Flat Rate Public Sector Pricing	N/A		

Open Market Items must be approved by the Contracting Officer

All Items not included on the current GSA FSS Price List are Open Market

Handsets, Devices, and Air Cards

The following handsets and devices are available to the ICE for new activations and/or upgrades via Open market on the FSS Schedule.

The iDEN handsets and devices are available on the GSA/FTS IDIQ contract.

Prices are for ICE only

Platform	ICE Price
IDEN	b4
Power Source Handset (iDEN PTT & CDMA) (Less than \$100 Sprint Flat Rate Pricing)	
iDEN Handset (Less than \$100 Sprint Flat Rate Pricing)	
BlackBerry Devices	
CDMA	
CDMA Handset (Less than \$100 Sprint Flat Rate Pricing)	
BlackBerry Devices	
Broadband Connection Cards	
PDA's	

Rate Plans

- [REDACTED] off other Sprint Rate Plans available on the Federal Supply Schedule
- Standard terms and conditions of the FSS contract will apply.

Additional spot discounts include: Discretionary Credits will apply from local sales.

- [REDACTED] discretionary credit off any Sprint cell phone flat rate price in the Sprint phone catalogue
- [REDACTED] discretionary credit off any Sprint PDA/Smart Phone flat rate price in the Sprint phone catalogue
- [REDACTED] discount off the accessories for all other cellular phones/PDAs/Smart Phones that the ICE may want to select from Sprint phone catalogue.

ATTACHMENT 1 - SPRINT BPA PRICE LIST FOR COVERAGE PLANS

BPA HSCETE-08-A-00001

Equipment and Services

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 GSA contract, except as noted below.

Special ICE BPA Discount Pricing
 Under Federal Supply Schedule #GS35F-0329L
Federal Law Enforcement Plans

	Business Essentials Add-a-phone	Business Essentials 400	Business Essentials 1000
MRC			
Anytime Minutes			
Anytime Minutes Overage			
Mobile to Mobile			
Unlimited Nights & Weekends starting at 7pm			
Shared Minutes		b4	
Nationwide Long Distance			
Roaming			
Caller ID & Voice Mail			
WPS			
Text Messaging			

CDMA Connection Cards

MRC	
Data Services in Megabytes ("MB")	
Overage Per Kilobyte	
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	b4
Voice Calls, Including Long Distance (if card is capable)	

Domestic Blackberry	
MRC	b4

Data Services in MBs, Blackberry Email, Internet or Blackberry Browsing, Mobile Broadband ("MBB")

Overage per Kilobyte

International Blackberry – CDMA only

MRC

Data Services in MBs, Blackberry Email, Internet or Blackberry Browsing, Mobile Broadband ("MBB")

Overage per Kilobyte

Voice Plan MRC

Sprint Unlimited Data Access

b4

Unlimited Sprint Ready Link for Sprint Business Essentials® Plans

Sprint to Audio Conferencing

Sprint Picture Mail

Sprint Voice Command

Integrated Office – Standard Package

Integrated Office – Expanded Package

International Long Distance Savings Plan

Sprint Plus Canada

Canada International Voice Roaming - \$0.20 per minute

300 Domestic Text Messages

1000 Domestic Text Messages

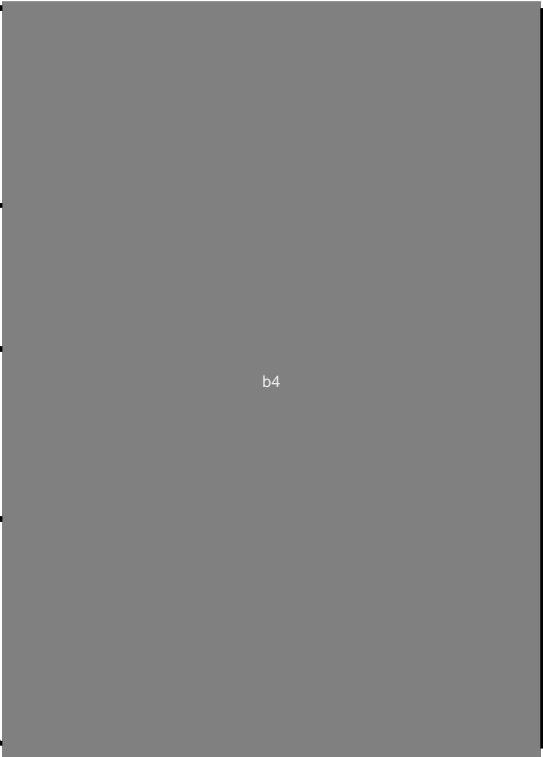
Unlimited Domestic Text Messages

CDMA Voice Plan Add-Ons

Voice Plan MRC*		All Plans
Sprint Vision Pack		
Sprint Power Vision Access Pack		
Sprint Power Vision TV Pack		

b4

Sprint Power Vision Music Pack
Sprint Power Vision Navigation Pack
Sprint Power Vision Ultimate Pack
Sprint Power Vision Business Pack



b4

iDEN Voice Plans

	Business Essentials Add-a-phone	Business Essentials 400	Business Essentials 1000
MRC			
Anytime Minutes			
Anytime Minutes Overage			
Local & Nationwide Walkie-Talkie			
Unlimited Nights & Weekends starting at 7pm			
Shared Minutes			
Nationwide Long Distance			
Roaming			
Caller ID & Voice Mail			
WPS			
Mobile to Mobile			
Priority Connect			
Text Messaging			

b4

**ATTACHMENT 1 - SPRINT BPA PRICE LIST FOR COVERAGE PLANS
iDEN Voice Plan Add-Ons**

	Data Pack	Unlimited Data Access	Web Plan	Multimedia Messaging Service	300 Domestic Text Messages	1000 Domestic Text Messages	Unlimited Domestic Text Messages
MRC							
Text Message							
Image/Audio Messages							
Overage Rate [1]- Text Messages							
Overage Rate-Image/Audio Messages							
Instant Messaging							
Unlimited Web Access							
Unlimited Data Access							
Mobile Email							

[1] Voice Plan Add-on Overage rates are subject to change annually.

Equipment not available on the GSA/FSS contract will be sold Open Market, and are subject to Sprint's standard terms and conditions. In the event of a conflict between this BPA and the GSA contract, the terms and conditions

A GSA IFF FEE of .75% will be applied to the monthly invoice based on total services billed. No equipment will be charged this fee.