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Description of document: National Labor Relations Board (NLRB) internal agency records which discuss the merits of iPads and/or similar pad/tablet computer devices for agency employee use, 2011-2012

Requested date: 17-August-2011

Released date: 02-March-2012

Posted date: 09-April-2012

Source of document: Jacqueline Young,
NLRB FOIA Officer
National Labor Relations Board
1099 14th Street, N.W., Room 10600
Washington, D.C. 20570
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL

FREEDOM OF INFORMATION OFFICE
Washington, D.C. 20570

DATE: March 2, 2012

Re: FOIA ID-LR-2011-0831

This is our final response to your Freedom of Information Act (FOIA) request, dated August 17, 2011, and received in this Office on August 22, 2011, in which you request a copy of internal agency memos or other correspondence or documents that review or discuss the merits and/or disadvantages of iPads and/or other similar pad/tablet computer devices for agency employee use. Interim replies were sent to you on September 6, and 16, 2011.

In accordance with the FOIA, the Agency has conducted a reasonable search for any responsive documents as of August 24, 2011, by making inquiries to the Office of the Chief Information Officer and the Division of Administration's Office of Acquisition Management. The Office of Acquisition Management reported to this Office that it had no responsive documents. The Office of the Chief Information Officer provided responsive documents.

In a subsequent telephone call, a member of my staff informed you that some documents, in whole or in part, implicated FOIA Exemption 4, 5 U.S.C. § 552(b)(4). My staff member explained that the Agency is required to give the third party submitter of those documents an opportunity to assert objections to disclosure under *Nat'l Parks & Conservation Ass'n v. Morton*, 498 F.2d 765, 766 (D.C. Cir. 1974). See *Executive Order No. 12,600*, and the *Board's Rules and Regulations* § 102.117(c)(2)(iv). You stated that you were still interested in the requested documents to the extent that they were releasable, and you agreed to an open extension of time while the Agency contacted the submitter under the procedure for documents implicating Exemption 4.

Enclosed are the responsive, releasable documents or portions thereof, as provided by the Office of the Chief Information Officer. Nonresponsive portions of the documents have been redacted. Other documents are being withheld in whole or in part pursuant to FOIA Exemptions 4, 5, and 6, 5 U.S.C. § 552(b)(4), (5), and (6). As a member of my staff informed you by voicemail, we have included a courtesy copy of the Agency's January 9, 2012, Wireless Data Service Request for Quotation (RFQ).

As stated, some documents are being withheld in whole or in part pursuant to Exemption 4. Exemption 4 exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public, see *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879-80 (D.C. Cir. 1992), or (ii) compelled information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See *Nat'l Parks & Conservation Ass'n v. Morton*, 498 F.2d 765, 766 (D.C. Cir. 1974). After a careful review of the FOIA request and the responsive documents, the Agency has determined that certain documents, in whole or in part, contain research performed for the Agency by an outside contractor on technology questions. The documents that contain the research, are privileged from disclosure, in whole or in part, under Exemption 4 because they represent commercial or financial information that the submitter does not "customarily" disclose to the public.

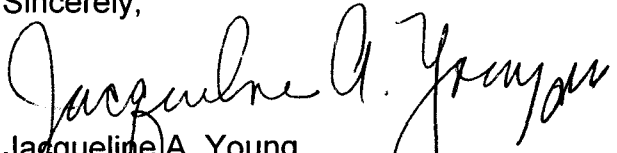
In addition, some documents are being withheld in whole or in part pursuant to FOIA Exemption 5 because they reflect deliberative process records. See 5 U.S.C. § 552(b)(5). The deliberative process privilege incorporated into Exemption 5 is designed to protect and promote the objectives of fostering frank deliberation and consultation within the Agency in the predecisional stage, and to prevent a premature disclosure that could disrupt and harm the Agency's decision-making process. See *NLRB v. Sears, Roebuck & Co.*, 421 U.S. 132, 150-151, 152 (1975). The protected status of a predecisional document is not altered by the subsequent making of a decision. See, e.g., *Wolfe v. HHS*, 839 F.2d 768, 776 (D.C. Cir. 1988) (en banc); by the agency opting not to make a decision, see *Judicial Watch v. Clinton*, 880 F. Supp. 1, 13 (D.D.C. 1995), aff'd, 76 F.3d 1232 (1996), citing *Russell v. U.S. Dept of the Air Force*, 682 F.2d 1045 (D.C. Cir. 1982), or by the passage of time, see *Judicial Watch of Fla., Inc. v. U.S. Dep't of Justice*, 102 F. Supp. 2d 6, 16 (D.D.C. 2000) (finding that the deliberative process privilege is not temporary). Here, the withheld documents or portions thereof were prepared in order to assist the Agency decision makers in arriving at their decisions and formed a part of the Agency's deliberative process in making such decisions.

Also, deletions in the documents have been made pursuant to the policies embodied in FOIA Exemption 6 because disclosure of those portions could constitute an unwarranted invasion of privacy. See 5 U.S.C. § 552(b)(6).

For the purpose of assessing fees, we have placed you in Category D, "all other" requesters. The NLRB's Rules and Regulations, Section 102.117(d)(2)(ii)(D), provides that "All other requesters [i.e., requesters who are not using the information for commercial purposes or who are not educational institutions or representatives of the news media] will be assessed charges to recover the full reasonable direct costs of searching for and reproducing records that are responsive to the request, except that the first 100 pages of reproduction and the first 2 hours of search time shall be furnished without charge." Accordingly, there are no charges for processing this request.

The undersigned is responsible for the above determination. You may obtain a review thereof under the provisions of the NLRB's Rules and Regulations, Section 102.117(c)(2)(v), by filing an appeal with the General Counsel, Office of Appeals, National Labor Relations Board, Washington, D.C., 20570, within 28 calendar days of the date of this letter, such period beginning to run on the calendar day after the date of this letter. Thus, the appeal must be received by the close of business at 5:00 p.m. (ET) on March 30, 2012. Any appeal should contain a complete statement of the reasons upon which it is based. Questions concerning an appeal of this determination should be directed to the Office of Appeals. For questions concerning this letter, please call Diane Bridge, FOIA Supervisor, at (202) 273-3851.

Sincerely,



Jacqueline A. Young
Freedom of Information Officer
202-273-3840

Enclosures

PL/kmb
LR-2011-0831.c.final.pl

From: Hill, Bruce
To: Burson, Scott; Burnett, Bryan; Purcell, Anne G.
Cc: Daniel, Sharon; Palewicz, Albert; Karlson, Michael J.; Fernbach, Karen P.; Nachand, Patricia; Gemperline, Elizabeth A.; Labadie, Patrick K.; Wilson, Nancy; Wood, Ken
Subject: RE: Permitting Personally owned Blackberry PDA's to work Outlook files
Date: Tuesday, July 12, 2011 4:19:54 PM

PS—Perhaps instead of blackberries or I-phones, why doesn't the Agency just give every manager and supervisor an I-pad (I've become a Mac believer!) that doesn't need a token to interface with my desktop. (ah, yes, security...so how about the token built into the I-pad.) I was surprised that only Regional Directors got a blackberry, but I was also glad.

Non responsive —

non responsive

non responsive

From: Purcell, Anne G.
Sent: Monday, August 08, 2011 11:44 AM
To: Ananthanayagam, Shanti
Cc: Burnett, Bryan; Grant, Regina; Levin, Nelson
Subject: Wish List

non responsive

JOIA Ex 5

Thanks, Anne

From: Marks, Eric
To: Hamid, Akbar; Burnett, Bryan
Subject: RE: Expert Apple iPad user
Date: Tuesday, March 22, 2011 4:13:57 AM

Time to buy Apple stock!

I believe it. Ex 6 has most of the gestures down on the iPhone. I'll be sure to keep the iPad locked up tight.

-----Original Message-----

From: Hamid, Akbar
Sent: Monday, March 21, 2011 8:49 PM
To: Burnett, Bryan; Marks, Eric
Subject: Expert Apple iPad user

When you see a 2 year old use an iPad this easily you know that Apple really is going to take over.

http://news.cnet.com/8301-17938_105-20045351-1.html

This is just amazing. These kids will grow up and already hooked on Apple and look at other products and wonder why they don't work as easily or well.

Thanks

Akbar Hamid
National Labor Relations Board (NLRB)
1099 14TH Street NW, Suite 7200 | Washington, DC 20570
akbar.hamid@nlrb.gov | 202-273-0090

From: Vickery, Doug
To: Burnett, Bryan
Cc: Christman Jr., Thomas J.
Subject: TelePrompter
Date: Thursday, May 26, 2011 11:33:00 AM

Bryan,

Tom mentioned you chatted this AM about our teleprompter setup and some thoughts about the iPad.

FYI, as it turns out, the iPad is not as teleprompter friendly as I had hoped. It works great but is a pain if the talent wants to make changes to the script.

So I purchased a newly available 9" VGA LCD monitor that has the unique option of displaying reverse and upside down text, required for teleprompting, which hooks up to our laptop – which is great for on-the-fly editing. Problem solved! Yea.

Doug

Douglas Vickery | Program Analyst
NLRB Office of Employee Development
1099 14th St. NW, Suite 9700
Washington, DC 20005
doug.vickery@nrlb.gov | 202-273-3909

From: Mira, Robert
To: Burnett, Bryan
Subject: Nextgov Story: VA will allow iPhones and iPads to connect to its network this fall
Date: Wednesday, July 27, 2011 7:45:06 AM

FYI

(Your friend sent you a link to the following story from Nextgov.com.)

Story Title:
VA will allow iPhones and iPads to connect to its network this fall
http://www.nextgov.com/nextgov/ng_20110725_8800.php

Go to the link above to read the story.

Nextgov.com offers a daily e-mail newsletter on events in the federal arena.

Sign up at <http://www.govexec.com/email>

non responsive

non responsive

From: Davis, Joseph M.

Sent: Wednesday, August 03, 2011 7:26 AM

To: Purcell, Anne G.; Jones, Harry; Abruzzo, Jennifer; Bach, Elizabeth H.; Baniszewski, Joseph; Eddins-Hill, Rosalind Elaine; Karsh, Aaron; Kelly, David A.; Kilpatrick, Elizabeth; Korch, Shelley; Kovachich, Jennifer; Levin, Nelson; Morgan, Terry A.; Ohr, Peter S.; Paulsen, James G.; Posner, Charles; Smith, Barry F.; Tursell, Beth; Wilson, Dorothy D.

Cc: Siegel, Richard A.

Subject: RE: Wish List

How about some ipads or other similar devices for operations for litigation and management as a pilot?
I have been reading some articles about attorneys using ipads for litigation and discovery.

non responsive

Luke, Margaret

From: Hager-Duncan, Lisa [Lisa.Hager-Duncan@gartner.com]
Sent: Friday, June 03, 2011 7:43 PM
To: Burnett, Bryan
Subject: Mobile- Final send- Research (from Lisa) Analyst suggestion for call and plan to assist to follow Monday...
Importance: High
Attachments: { Ex 4 & 5

Here you go Bryan, use this send okay? ☺

I didn't see a toolkit or note specific to SOW creation- sometimes we have them for certain areas. The info we do have, coupled with an analyst call will help you develop your SOW though as we do have lots of good information for you including a strategy and framework for mobile. The hype cycle note is a great resource as it clearly breaks out all of the current service offerings under mobile (listing the vendors that provide capability as well at the bottom of each section). The primary analyst for each area is listed next to that section as well. So where we may not have a developed MQ yet to follow a vendor or market if it is early on, we can talk through it and clarify on a call with the lead- direction to take, etc.

There is an MDM MQ that clearly lists vendor capability recently published in 2011 and other related ratings (that I included in the section at the bottom for your reference) should you want to look at those as well- titles are below for you. The areas you mention such as unified communication, security, email and field use of mobile technologies are all included within the below research and cited as important when planning for mobile initiatives- all key areas for us.

Monday, I will break out and suggest to you some routes for you to take on this as a start with a possible succession of two or three highly targeted calls to get you rolling here along with analyst bio's to take a look at beforehand. ☺ We have some great analysts in this area, so we can definitely help you out here!

Talk to you soon!

- Lisa

Lisa Hager-Duncan | Gartner Executive Programs, Executive Advisor | 56 Top Gallant Road | Stamford, CT 06904-2212 | U.S.A. | Office: +1 203 316 6287 | lisa.hager-duncan@gartner.com | www.gartner.com

From: Hager-Duncan, Lisa
Sent: Friday, June 03, 2011 6:18 PM
To: 'Burnett, Bryan'
Subject: RE: Gartner Analyst...

Hi Bryan, here is some good notes to start you off, some reading for the weekend or early next week. Be back to you on Monday with a plan to assist. ☺

Have a good weekend.

10/14/2011

Best,

-- Lisa

Research for you:

$\epsilon' \quad 4 + 5$

FOIA Ex 6
From: Hager-Duncan, Lisa
To: Burnett, Bryan
Cc: [REDACTED]
Subject: Call with Gartner Analyst (note from Lisa)
Date: Monday, June 06, 2011 9:25:54 PM
Attachments: [REDACTED] Current Biography.doc
Current Biography [REDACTED].doc
Importance: High

Hi Bryan,

FOIA Ex 6
I hope the research that I send on Friday was helpful to you and on target! I would suggest a call with [REDACTED] and [REDACTED] in response to your request, below. The bio's of each expert are attached for your review here. The first call would need to be with [REDACTED] due to [REDACTED] schedule and availability as [REDACTED] is traveling. [REDACTED] is quite booked as well & [REDACTED] first avail is listed below!

FOIA Ex 6
[REDACTED] is the key analyst that we use to review SOW's for us on a regular basis in this area, so [REDACTED] would be able to provide a perspective on this for you (you can send us a draft of your existing SOW for [REDACTED] review in advance of the call) or [REDACTED] can talk you through the creation of one if you don't have one as of yet, to make sure you include the main points and to guide you through an overall approach on constructing one- just let me know what you prefer, okay?

FOIA Ex 6
We can follow-up that call with a discussion with [REDACTED] - [REDACTED] covers mobile devices for us, strategy, device management, following the market, trends, etc. In the meantime, here is a written reply that [REDACTED] did recently, discussing gov't use of mobile devices- we include it here just as a quick reference for you, until you get to speak with [REDACTED]

If you wanted to get in to a discussion following the initial calls on security and or unified communications with respect to this, we can also set those discussions up for you. These two calls may cover all for you though!

Let us know what time works for you & we will get the first call booked for you. [REDACTED] is helping us out (and is great) as [REDACTED] is out on leave this month.

FOIA Ex 6
[REDACTED] Avail:

June 27 10:00 ET - [REDACTED] held for 24 hours
June 28 1:00, 1:45, 2:30 ET
June 29 9:00, 9:45, 2:00, 2:45 ET

Involved Analyst Bio's for you:

FOIA Ex 6
<Attached.... >

Recent inquiry answered by [REDACTED] Govt perspective - in response to article below:

FOIA Ex 4 + 5

FOIA Ex. 4 + 5

Warmest Regards,

Lisa Hager-Duncan | Gartner Executive Programs, Executive Advisor | 56 Top
Gallant Road | Stamford, CT 06904-2212 | U.S.A. | Office: +1 203 316 6287 |
lisa.hager-duncan@gartner.com | www.gartner.com

From: Burnett, Bryan [mailto:Bryan.Burnett@nlrb.gov]
Sent: Friday, June 03, 2011 4:14 PM
To: Hager-Duncan, Lisa
Subject: Gartner Analyst...

Lisa,

We are in the process of crafting an SOW for mobile devices and service and would welcome some advice. As way of background, we have a limited number of Blackberries (< 10% of staff), host our own Exchange 2007 and BES servers.

Going forward, our challenges are:

- continued support of mobile communications and secure email
- support for tele- and field-work, as Regional Office staff often travel for investigations, hearings and elections
- device management, given limited IT resources
- mobile service "fit" within a unified communications framework

While the timing of any move to new technologies is never perfect, articles/blogs like these (*Bureaucracy on the cutting edge* and *For federal workers, BlackBerry slips as device of choice*) have attracted significant attention with the Agency.

Can I schedule a session with an analyst to discuss?

Take care.

Bryan Burnett | Chief Information Officer
National Labor Relations Board (NLRB)
1099 14TH Street NW | Washington, DC 20570
bryan.burnett@nlrb.gov | 202-273-2555

NATIONAL LABOR RELATIONS BOARD

**Wireless Data Service
Request for Quotation**

| **9 January 2012**

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Section B: Supplies or Services & Prices or Costs

B.1 Pricing Overview

B.1.1 Purpose

This section contains all pricing elements of the NLRB Wireless Data Service Request for Quotation (RFQ), related price features, and service-enabling devices (SEDs). This section also provides pricing guidance and submission instructions. All prices shall conform to the format and structure defined herein. Additional price elements not included in the defined format and structure are not permitted.

Prices shall be submitted as Firm Fixed Price (FFP) Monthly Recurring Charges (MRCs) and Non Recurring Charges (NRCs) as appropriate. The Contractor shall meet NLRB requirements defined in this RFQ through the use of appropriate Network Contract Line Item Numbers (CLINs). Any resulting NLRB CLINs shall be used for ordering purposes based on the prices proposed by the Contractor for the life of the contract.

All CLINs are mandatory unless otherwise specified. The Contractor may waive any charge at any time.

B.1.2 General Principles

Two (2) service types are defined in Section C as follows:

- Cellular/Personal Communication Services (CPCS) (Network Section C.2.14.1).
- Service Enabling Devices (Network Section B.4.5).

Instructions for Pricing

The Contractor shall furnish all services necessary to meet NLRB's requirements, including all proposed KPI's, through the use of Firm Fixed Price NRC and/or MRC CLINs. All prices shall be limited to two (2) decimal places, except for CLINs that are priced per minute or per six (6) second increment, which shall have a maximum of six (6) decimal places. All MRC CLINs shall be priced to reflect monthly pricing, and shall be applicable for the entire contract period indicated. The Contractor shall indicate what CLINs are mandatory to obtain specific services. The Contractor shall comply with the requirements of all attachments and reflect any discounts offered (excluding prompt payment discounts) in their pricing and proposal responses.

Contractors shall note they are responsible for all costs associated with providing services to the specified service delivery point.

The Contractor shall use the period of performance and contract year dates listed in Section L.4.1 when completing all pricing information.

Section C: Performance Work Statement (PWS)

C.1 Introduction

The Contractor shall describe its proposed methodology for delivering the required Cellular Personal Communication Services (CPCS) to the NLRB, as described in the sections below.

C.1.1 Background

NLRB is currently utilizing 140 Blackberry devices, models 9000 and 9700, with data and voice services. International roaming is required for small periods of time while staff are on travel outside the Continental US.

The existing mobile devices will be replaced and an undetermined amount of smartphones and tablets could be purchased during the duration of the contract.

NLRB uses CPCS today to provide connectivity for mobile workers throughout various CONUS locations. As described in Section C.3.1, the Contractor, to the best of its ability, shall propose a solution that provides coverage to all 50 states and Puerto Rico. Users will request International Roaming services while traveling overseas, as they need to maintain contact with the AAgency.

C.1.2 Objectives

NLRB's objective is to utilize GSA's Networx Enterprise contract (herein referred to as Networx) to obtain CPCS service for all NLRB mobile workers, to the greatest extent possible. Through this procurement, NLRB seeks to achieve the following objectives:

- **Maximized competition** – Through the evaluation of multiple contractors, NLRB will maximize competition to obtain CPCS services.
- **Cost Effectiveness** – NLRB anticipates a cost effective solution, brought about by the consolidation of all CPCS services under the Networx contract.
- **Maintain Centralized Billing** – The Contractor shall administer a centralized billing system in order to effectively manage CPCS through the NLRB OCIO.
- **Ease of Transition** – NLRB seeks to minimize the effect of transition on the Agency through the use of an effective contractor transition strategy.
- **Continuity of service** – The Contractor shall ensure continuity of service throughout the transition to the Networx contract.
- **Maximize choice of available high quality service enabling devices (SEDs)** – The Contractor shall propose high quality SEDs to meet NLRB's needs. Due to technology changes, newer technology SEDs should be provided by the Contractor as options to the existing list of SEDs.

C.1.3 Scope

This task order provides for the provision, transition, and migration of mobile devices CPCS for the NLRB. The goal is to have a contract where CPCS, mobile devices and other peripherals for those devices can be acquired at the best value for the government.

Services to be offered under this task order:

- Cellular Personal Communicative Services (Networx C.2.14.1)
- Service Enabling Devices (Networx B.4.5) that provide the following but not restricted only to them:
 - Tethering (or similar capability)
 - Microsoft ActiveSync (or similar capability)
 - 3G (or faster) Wireless Network support
 - SMS/MMS
 - Wi-Fi or similar technology
 - Bluetooth
 - Voicemail
 - International roaming on demand
 - Quad-band (GSM 850/900/1800/1900)
- Service Enabling Devices offered from the contractor shall be from the following mobile operating systems:
 - Android
 - Blackberry OS
 - iOS

NLRB's existing CPCS service provides coverage to both CONUS and international locations as required when traveling. The Contractor shall propose a solution, to the best of its ability, which meets NLRB's CONUS and international travel needs.

C.2 Technical Requirements

The following section describes the technical requirements as defined by NLRB for this CPCS PWS:

- Cellular Personal Communication Service (CPCS)
- Service Enabling Devices (SEDs)

C.2.1 Cellular/Personal Communication Services (CPCS)

The Contractor shall provide the following services with the features and options indicated in accordance with the requirements found in Networx Section C.2.14.1 (CPCS). Specifically, the Contractor shall propose a solution that meets or exceeds the following technical capabilities:

- The CPCS solution shall comply with the European ETSI/GSM Wideband CDMA (WCDMA) (also known as Universal Mobile Telecommunications System (UMTS)) or equivalent 3G Cellular Wireless standards.
- Packet-mode data transfer shall support a data rate in the range of 128 Kbps to 384 Kbps or higher while indoors or traveling at up to 65 miles per hour.
- The Contractor shall support data service roaming internationally between different service provider wireless GSM networks.
- The CPS solution must provide a data plan for unlimited data.
- The CPS solution must provide several SMS plans that include 100 texts and unlimited texts.
- The CPCS solution shall include a 200 pooled option and/or unlimited option for voice plan.

C.2.2 Service Enabling Devices (SEDs)

The Contractor shall propose SEDs with the features and options indicated in accordance with the requirements found in Networkx Section B.4.5 (Wireless SEDS).

C.2.3 Key Performance Indicators (KPIs)

The performance level and acceptable quality level (AQL) of the key performance indicator (KPI) below for CPCS is mandatory, as defined in Networkx Section C.2.14.1.4:

KPI	Objective	Service Level	Performance Threshold	AQL	How Measured
Time to Restore	The Contractor shall restore all service issues within 4 hours, for all issues without dispatch	N/A	Within 4 hours of reported outage	≤ 4 hours	See Note 1
	The Contractor shall restore all service issues within 8 hours, for all issues with dispatch		Within 8 hours of reported outage	≤ 8 hours	

Note 1: The Time to Restore AQL is measured based the methodology described in Networkx Section C.3.3.1.2.4.

C.3 Program Management

C.3.1 Service Ordering

The Contractor shall provide Service Ordering, together with the associated processes, functions, data, and reports (See Section C.5), in compliance with Networkx Section C.3.5. In addition, the Contractor shall meet the On-time Provisioning SLA specified for Voice Services in Networkx contract Table J.12.3-1 Service Provisioning Interval.

The NLRB Task Order is issued by the NLRB Contracting Officer (CO) and specifies the supplies and services which may be ordered during the period of performance of the Task Order. NLRB shall utilize direct ordering as authorized by the NLRB CO.

C.3.2 Billing

The Contractor shall provide a centralized billing that meets NLRB's objective, as defined in section C.1.2, in successfully managing CPCS through the OCIO, together with the associated processes, functions, data, and reports, in compliance with Networkx Section C.3.6.2 and J.12.4. The Contractor

shall also provide Billing Disputes and Adjustments, together with the associated processes, functions, data, and reports, in compliance with Networkx Section C.3.6.3. In addition, the Contractor shall meet the Billing Accuracy SLAs as described in Networkx Section J.13.3.21. The Contractor shall coordinate with and communicate all direct billing activities to the NLRB CO.

The billing system, as described in Networkx C.3.9, is intended to provide billing data and insight into service charges, credits, etc. The use of this data and the system does not constitute the official monthly invoice.

The Contractor shall adhere to all billing processes and requirements as outlined in this Task Order.

C.3.3 Summary Invoice

The Contractor shall show a summary view of all charges on its invoice to the Government, including the site ID and any associated charges as described in Networkx Section C.3.6.

C.3.4 Customer Service

The Contractor shall comply with all Customer Service requirements outlined in Section C.3.4 of the Networkx contract. Specifically, the Contractor shall provide a Customer Support Office (CSO) to communicate effectively with the NLRB CPCS users. The CSO shall respond, but not be limited to, the following categories of inquiries:

- Inquiries of a general nature (e.g. POCs, administrative processes).
- Inquiries from NLRB regarding services available through the Networkx contract.
- Billing and dispute inquiries as described in Networkx Section C.3.6.
- Inquiries regarding training classes and assistance with registration for training classes.
- Technical support regarding CPCS service, capabilities, trouble issues, new services/features, service ordering/tracking, billing issues, etc.

C.3.5 Reporting

The Contractor shall provide (at a minimum) the following reports, as defined in the Networkx Contract.

C.3.5.1 CPCS Performance Report

The Contractor shall provide a monthly CPCS Performance Report. As identified in Networkx Section C.7.12.1, the Contractor shall deliver the Monthly CPCS Performance Report in an electronic format. The CPCS Performance Report shall include, but not be limited to the following information:

ID Number	Information Elements	Description
1	Report Title	CPCS Performance Report
2	Agency and AHC	Name of Agency and AHC to which service is being provided
3	Reporting Period	The period covered by the report
4	Service	Service provided to NLRB
5	Availability	Availability measurement, as

		defined in Section C.4.3.
6	TTR	Time to Restore

C.3.5.2 *Trouble Management Performance Summary Report*

The Contractor shall provide a monthly Trouble Management Performance Summary Report. As identified in Networx Section C.3.3.1.4.1.1, the Contractor shall deliver the Monthly Trouble Management Performance Summary Report in an electronic format. The Trouble Management Performance Summary Report shall include at minimum the following information:

ID Number	Information Elements	Description
1	Report Title	Trouble Management Performance Summary
2	Agency and AHC	Name of Agency and AHC to which service is being provided
3	Reporting Period	The period covered by the report
4	Service	Service provided to NLRB
5	Non-Dispatch Services Trouble Reports Created	Total number of Non-Dispatch trouble reports opened during the reporting period by an Agency or the Contractor for service outages by service.
6	Non-Dispatch Services Trouble Reports Resolved w/in 4 Hours	Total number of Non-Dispatch trouble reports resolved and closed within 4 hours during the reporting period for service outages by service.
7	% Non-Dispatch Services Trouble Reports Resolved w/in 4 Hours	Percent of Non-Dispatch trouble reports resolved and close within 4 hours during the reporting period by service.
8	Dispatch Services Trouble Reports Created	Total number of Dispatch trouble reports opened during the reporting period by an Agency or the Contractor for service outages by service.
9	Dispatch Services Trouble Reports Resolved w/in 8 Hours	Total number of Dispatch trouble reports resolved and closed within 8 hours during the reporting period for service outages by service.
10	% Dispatch Services Trouble Reports Resolved w/in 8 Hours	Percent of Dispatch services fault/trouble reports resolved and close within 8 hours during the reporting period by service.
11	Total Non-Dispatch Services Trouble Reports Created	Total number of Non-Dispatch trouble reports opened during the reporting period by an Agency or the Contractor for service outages for all services.

12	Total Non-Dispatch Services Trouble Reports Resolved w/in 4 Hours	Total number of Non-Dispatch trouble reports resolved and closed within 4 hours during the reporting period for service outages for all services.
13	% of Total Non-Dispatch Services Trouble Reports Resolved w/in 4 Hours	Percent of Non-Dispatch trouble reports resolved and close within 4 hours during the reporting period for service outages for all services.
14	Total Dispatch Services Trouble Reports Created	Total number of Dispatch trouble reports opened during the reporting period by an Agency or the Contractor for service outages for all services.
15	Total Dispatch Services Trouble Reports Resolved w/in 8 Hours	Total number of Dispatch trouble reports resolved and closed within 8 hours during the reporting period for service outages for all services.
16	% of Total Dispatch Services Trouble Reports Resolved w/in 8 Hours	Percent of Dispatch trouble reports resolved and close within 8 hours during the reporting period for service outages for all services.
17	Contractor	Contractor's Name

C.3.5.3 Trouble Management Incident Performance Report

The Contractor shall provide a monthly Trouble Management Incident Performance Report. As identified in Networkx Section C.3.3.1.4.1.2, the Contractor shall deliver the Monthly Trouble Management Incident Performance Report in an electronic format. The Trouble Management Incident Performance Report shall include at minimum the following information:

ID Number	Information Elements	Description
1	Report Title	Trouble Management Incident Performance
2	Agency and AHC	Name of Agency and AHC to which service is being provided
3	Reporting Period	The period covered by the report
4	Trouble Tracking Number	Identifier that uniquely identifies the trouble report within the Contractor's trouble management system.
5	Service Level Category	Either "Routine" or "Critical" based on the service level that was ordered by the customer Agency.
6	Services Category	Service that was affected by the service outage.
7	UBI	Unique Billing Identifier
8	Date/Time Trouble Report Opened	Date and time the trouble report was opened.

9	Date/Time Trouble Resolved	Date and time the service outage was cleared and service restored.
10	Total Time to Restore	Total duration of the service outage, in hours and fraction of hours.
11	Contractor	Contractor's Name
12	Dispatch Required	(Yes or no) Indication of whether dispatch was required to restore service

C.3.5.4 Order Receipt Acknowledgement

The Contractor shall provide an Order Receipt Acknowledgement in accordance with Networkx Section C.3.5.1.2 and J.12.2.1. The Order Receipt Acknowledgement shall include at minimum the following fields:

ID Number	Information Elements	Description
1	Contract number	For Networkx assigned by GSA
2	Contractor name	Contractor Name
3	ASRN (Agency Service Request Number)	Agency provided service request order number
4	Receipt Date	Date Contractor was in receipt of Agency's order

C.3.5.5 Service Order Confirmation

The Contractor shall provide a Service Order Confirmation in accordance with Networkx Section C.3.5.1.2 and J.12.2.2. The Service Order Confirmation shall include at minimum the following fields:

ID Number	Information Elements	Description
1	Contract number	For Networkx assigned by GSA
2	Contractor name	Contractor Name
3	ASRN (Agency Service Request Number)	Agency provided service request order number
4	Receipt Date	Date Contractor was in receipt of Agency's order
5	AHC	Agency Hierarchy Code (identified Agency billing organization responsible for the service being reported on)
6	Customer Want Date (CWD)	Agency/Customer Want Date to have service installed by
7	Order Type	Identifies whether order is for New Services, a Change order, Cancellation, or a Disconnect order
8	Transition Order	(Y/N)
9	Shared Tenant Order	(Y/N)

10	UBI	Unique Billing Identifier (A unique identifier for a single service and all components of that service.)
11	Networkx Inventory Code(s)	11 character Originating and Terminating code(s) for service, as defined in Networkx Section C.3.2
12	Jurisdiction ID(s)	Originating and terminating as required. See Table B.6.6-1 Country/Jurisdiction Identifications
13	Service	Contract service being provided
14	Access Type(s)	Identifies type(s) of access required and adequately covers access location (on-net or off-net access, inbound, outbound, etc.) and access characteristics (dedicated or switched)
15	Access Provisioning	Contractor or Agency provided? (C/A)
16	Service Enabling Devices (SEDs) Description	Model number, manufacturer, etc. associated with the CLIN
17	Bandwidth	Data Rate selection
18	Feature Type(s)	Feature description(s) (e.g., call forwarding).
19	CLIN(s)	Contract Line Identification Number(s)
20	Quantity(ies)	Numerical count or quantity(ies) of CLINs
21	Routine or Critical Service Level	Certain services require the Agency to select whether Critical or Routine service levels apply when placing an order
22	Service Order Number	Contractor's tracking number for this order
23	Service Order Confirmation Date	Date Contractor has confirmed the order is valid
24	Additional Instructions	Additional instructions for this order. (Contractor Account number, Incumbent contractor, etc.) Other items, associated with the order, that are required in special circumstances. Elements required to verify the price and elements that may be generally independent of the service type

C.3.5.6 Order Rejection Notice

The Contractor shall provide an Order Rejection Notice if the Contractor determines the order to be invalid in accordance with Networkx Section C.3.5.1.2 and J.12.2.3. The Order Rejection Notice shall include at minimum the following fields:

ID Number	Information Elements	Description
1	Contract number	For Networkx assigned by GSA
2	Contractor name	Contractor Name
3	ASRN (Agency Service Request Number)	Agency provided service request order number
4	Receipt Date	Date Contractor was in receipt of Agency's order

5	Order Rejection	Comment field explaining all the reasons the order is rejected
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C.3.5.7 Firm Order Commitment Notice

The Contractor shall provide a Firm Order Commitment Notice in accordance with Networkx Section C.3.5.1.2 and J.12.2.4. The Firm Order Commitment Notice shall include at minimum the following fields:

ID Number	Information Elements	Description
1	Contract number	For Networkx assigned by GSA
2	Contractor name	Contractor Name
3	ASRN (Agency Service Request Number)	Agency provided service request order number
4	Receipt Date	Date Contractor was in receipt of Agency's order
5	AHC	Agency Hierarchy Code (identified Agency billing organization responsible for the service being reported on)
6	Customer Want Date (CWD)	Agency/Customer Want Date to have service installed by
7	Order Type	Identifies whether order is for New Services, a Change order, Cancellation, or a Disconnect order
8	Transition Order	(Y/N)
9	Shared Tenant Order	(Y/N)
10	UBI	Unique Billing Identifier (A unique identifier for a single service and all components of that service)
11	Networkx Inventory Code(s)	11 character Originating and Terminating code(s) for service, as defined in Networkx Section C.3.2
12	Service	Contract service being provided
13	Access Type(s)	Identifies type(s) of access required and adequately covers access location (on-net or off-net access, inbound, outbound, etc.) and access characteristics (dedicated or switched)
14	Access Provisioning	Contractor or Agency provided? (C/A)
15	Service Enabling Devices (SEDs) Description	Model number, manufacturer, etc. associated with the CLIN
16	Bandwidth	Data Rate selection
17	Feature Type(s)	Feature description(s) (e.g., call forwarding).
18	CLIN(s)	Contract Line Identification Number(s)
19	Quantity(ies)	Numerical count or quantity(ies) of CLINs

20	Routine or Critical Service Level	Certain services require the Agency to select whether Critical or Routine service levels apply when placing an order
22	Service Order Number	Contractor's tracking number for this order
23	Firm Order Commitment Date	Date Contractor has confirmed the order is valid
24	Additional Instructions	Additional instructions for this order. (Contractor Account number, Incumbent contractor, etc.) Other items, associated with the order, that are required in special circumstances. Elements required to verify the price and elements that may be generally independent of the service type
25	Unit Price	Price of order component
26	Description(s)	Description(s) of each ordered CLIN other than Feature Type or SED

C.3.5.8 Service Order Completion Notice (SOCN)

The Contractor shall provide a Service Order Completion Notice (SOCN) in accordance with Networx Section C.3.5.1.2 and J.12.2.5. The SOCN shall include at minimum the following fields:

ID Number	Information Elements	Description
1	Contract number	For Networx assigned by GSA
2	Contractor name	Contractor Name
3	DAR Name	Name of authorized individual who prepared the order
4	Networx Inventory Code(s)	11 character Originating and Terminating code(s) for service
5	ASRN (Agency Service Request Number)	Agency provided service request order number
6	Jurisdiction ID(s)	Originating and Terminating, as required. See Networx Table B.6.6-1 Country/Jurisdiction Identifications
7	Receipt Date	Date Contractor was in receipt of Agency's order
8	AHC	Agency Hierarchy Code (identified Agency billing organization responsible for the service being reported on)
9	Customer Want Date (CWD)	Agency/Customer Want Date to have service installed by
10	Order Type	Identifies whether order is for New Services, a Change order, Cancellation, or a Disconnect order
11	Transition Order	(Y/N)
12	Shared Tenant Order	(Y/N)
13	UBI	Unique Billing Identifier (A unique identifier for a single service and all components of that service.)

14	Circuit ID	Contractor specific internal Circuit Identifier
15	Phone Number Range	Phone number or range of phone numbers to be ordered
16	Service	Contract service being provided
17	Access Type(s)	Identifies type(s) of access required and adequately covers access location (on-net or off-net access, inbound, outbound, etc.) and access characteristics (dedicated or switched)
18	Access Provisioning	Contractor or Agency provided? (C/A)
19	Service Enabling Devices (SEDs) Description	Model number, manufacturer, etc. associated with the CLIN
20	Bandwidth	Data Rate selection
21	Feature Type(s)	Feature description(s) (e.g., call forwarding)
22	CLIN(s)	Contract Line Identification Number(s)
23	Quantity(ies)	Numerical count or quantity(ies) of CLINs
24	Routine or Critical Service Level	Certain services require the Agency to select whether Critical or Routine service levels apply when placing an order
25	Service Order Number	Contractor's tracking number for this order
26	Firm Order Commitment Date	Date Contractor has confirmed the order is valid
27	Additional Instructions	Additional instructions for this order. (Contractor Account number, Incumbent contractor, etc.) Other items, associated with the order, that are required in special circumstances. Elements required to verify the price and elements that may be generally independent of the service type
28	Unit Price	Price of order component
29	Description(s)	Description(s) of each ordered CLIN other than Feature Type or SED
30	Directed to Number	The number toll free service is to be directed to
31	Originating -Serving Wire Center	Originating Serving Wire Center (8-character CLLI code)
32	Terminating -Serving Wire Center	Terminating Serving Wire Center (8-character CLLI code)
33	Completion Date	Date service installation was completed. This also represents the Effective Billing Date of the service
34	Contractor Customer Account Number	Contractor's selection of account numbers or other identifier(s)
35	Expedite (Y/N)	Expedite charges assigned (Y/N)
36	Telecommunication Service Priority	TSP provisioning, TSP restoral, TSP design change (indicate all that apply) OR not applicable

Additionally, the Contractor shall provide transition reports throughout the duration of the transition period, as defined below in Section C.5.

C.4 Enhancements

In addition to those services and features described above, the Contractor shall provide the following enhanced services, as described below:

- Provide High Speed Data Transfer Rates
- Provide Updated Service Enabling Devices (SEDs) for Multiple Interfaces
- Provide CPCS Availability

The enhancements described below are considered mandatory and shall be priced by the Contractor using CPCS Pricing Tables.

C.4.1 Provide High Speed Data Transfer Rates

The Contractor shall provide CPCS service to support high data transfer rates that meet or exceed the following data ranges:

- Download/upload speeds of 384 Kbps to 600 Kbps.
- Download/upload speeds of 600 Kbps or higher.

As described in Section C.2.1 above and in this section, the category of service shall provide the transfer rates while indoors or traveling at up to 65 miles per hour. CPCS service shall provide “always on” connections. Offerings may include data optimized capabilities including, but not limited to, EVDO, HSDPA, or equivalent standards.

C.4.2 Provide Updated Service Enabling Devices (SEDs) for Multiple Interfaces

The Contractor shall propose SEDs for multiple interfaces with greater than twelve (12) months of expected lifespan, so as to limit the cost to the Government associated with technology refresh and transition. The Contractor shall describe the expected lifespan of all proposed SEDs.

The SEDs proposed by the Contractor shall include, but not be limited to, the following types of interfaces:

- Type II PCMCIA
- USB
- Integrated/Built In

C.4.3 Provide CPCS Availability

The Contractor shall provide availability for all NLRB CPCS service, based on the following requirements, in accordance with Networx section C.2.6.1.4:

KPI	Objective	Service Level	Performance Threshold	AQL	How Measured
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Availability	The Contractor shall provide availability of greater than or equal to 99.5% for all NLRB locations	Routine	Greater than or equal to 99.5% availability for all NLRB locations	$\geq 99.5\%$	See Note 1
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Note 1: Availability is calculated as the average NLRB CPCS service availability for the Contractor's network.

C.5 Transition

The Government defines transition as the transfer of all current CPCS services defined within this PWS to functionally equivalent Networx services. Transition of NLRB CPCS will be conducted in two phases:

- 1) The first phase of transition, which is anticipated to take approximately thirty (30) calendar days, will focus on transitioning all existing phone numbers and services.
- 2) The second phase of transition will focus on adding all additional NLRB CPCS users.

As defined above in section C.1.2, NLRB's objectives of this procurement are to achieve the following:

- Maximize Competition
- Cost Effectiveness
- Maintain Centralized Billing
- Ease of Transition
- Continuity of Service
- Maximize choice of available high quality SEDs

In order to meet these objectives, the Contractor shall propose and execute sound transition practices, such as the following documents described below:

- Networx Agency Level Transition Plan (ALTP)
- Networx Transition Project Specific Plan (TPSP)
- Networx Weekly Transition Planning Report
- Networx Weekly Transition Execution Report
- Networx Transition Inventory Data
- Networx Transition Action Notice

C.5.1 Networx Agency Level Transition Plan (ALTP)

The Contractor shall provide a draft Agency Level Transition Plan (ALTP), as defined in Networx Section C.4.4.3.1, in their proposal. A final detailed ALTP shall be submitted to the Government for approval within thirty (30) calendar days of receiving the Task Order notice to proceed. The Contractor shall work with the NLRB COTR to modify the ALTP as needed. The Contractor shall not proceed with transition prior to obtaining Government approval of the ALTP in its entirety or in part.

Phase One transition shall begin when the Government places its task order, including test and acceptance of all services to ensure there is no disruption of connectivity services. Phase Two migration of other users shall occur when feasible.

The ALTP shall include the content defined in C.4.4.3.1.4 to include the following:

ID Number	Information Elements	Description
1	Title	Agency Level Transition Plan for NLRB
2	Contractor	Name of Contractor
3	Date	Date of Plan
4	Content	List of Services covered by this plan
	Content	The Contractor's Agency transition project management organization including:
	Content	(a) Key Agency transition personnel with telephone numbers
	Content	(b) Roles and responsibilities of key Agency transition personnel
	Content	(c) Organizational and control relationship of the Contractor's Agency transition project management organization with the Contractor's senior corporate and CPO
	Content	(d) Organizational and control relationship of the Contractor's Agency transition project management and planning staff(s) with the field personnel executing the transition activities
	Content	(e) Description of coordination and workflow between elements of the Contractor's Agency transition project management organization the Contractor's sub-contractors, access providers, GSA, Agency, incumbent provider, LGC, and other Agency providers (e.g., PBX, network management, information systems)
	Content	(f) Description of how the Contractor has addressed in the Agency transition staffing plan the impact of the expected levels of activity on both the management and planning staffs and the field personnel staffs and the Contractor's approach to identifying the need for and employing additional staffing when needed to complete additional orders
	Content	(g) Agency Transition escalation procedures with names and telephone numbers of back-up/escalation personnel
	Content	(h) Other content elements identified

C.5.2 Network Transition Project Specific Plan (TPSP)

The Contractor shall provide a draft Transition Project Specific Plan (TPSP), as defined in Network Section C.4.4.3.2, in their proposal. A final detailed TPSP shall be submitted to the Government for approval within thirty (30) calendar days of receiving the Task Order notice to proceed. The Contractor shall work with the NLRB COTR to modify the TPSP as needed. The Contractor shall not proceed with transition prior to obtaining Government approval of the TPSP in its entirety or in part.

Phase One transition shall begin when the Government places its task order, estimated at February 1, 2012, and shall be successfully completed prior to Mar 1, 2012, including test and acceptance of all services to ensure there is no disruption of connectivity services. Phase Two migration of other non-FTS2001/Crossover services shall occur when feasible or upon contract expiration.

The TPSP shall include the content defined in C.4.4.3.2.4 to include the following:

ID Number	Information Elements	Description
1	Title	Transition Project Specific Plan for NLRB
2	Contractor	Name of Contractor
3	Date	Date of Plan
4	TPSP Identifier	A number assigned by the Contractor that uniquely identifies the specific TPSP
5	Content	The Contractor's Project Specific Management organization including:
	Content	(a) Designated Project Manager
	Content	(b) POC information (normal business hours and after hours)
	Content	(c) Escalation procedures with names and telephone numbers of back-up/escalation personnel
	Content	List of services and respective ASRNs included in the project
	Content	Project schedules and milestones
	Content	(a) The Contractor's services to be provided by location (specific street address, building, room)
	Content	(b) Specific concrete schedules by locations
	Content	(c) Additional support plans that may be required
	Content	The Contractor's processes and procedures to meet special Agency requirements and circumstances impacting the specific Transition Project completion
	Content	The Contractor's description of the specific activities required to prepare the location(s) for transition to include logistical support
	Content	The Contractor's description of the specific activities required by all parties to complete the transitions
	Content	The Contractor's description of Government equipment (hardware/software) involved by location for this specific project
	Content	The Contractor's description of Contractor equipment required to be at Agency site for this specific project

	Content	The Contractor's processes and procedures to meet special technical requirements if required such as: (a) Direct Station-to-Station Dialing (b) Private Dialing Plans
	Content	Key areas of risk for the specific project and the Contractor's processes and procedures to minimize risk
	Content	Unresolved issues that apply to this specific project that may require contractual or management action such as:
	Content	(a) Billing
	Content	(b) Application of Service Initiation Charges (SICs)
	Content	(c) Service ordering processing
	Content	(d) Service charge or enhancements needed
	Content	Other project specific matters that the Contractor considers necessary to include
	Content	Results of the Section C.4.2.5, Step 5—Create Transition Inventory for the services and locations pertinent to the project
	Content	Cross-references between Contractor's services being implemented and incumbent Contractor's service as inventories for the specific project
	Content	The Contractor's description of the specific activities required, by all parties, to complete the transitions
	Content	(a) Identify the specific coordination required with the incumbent Contractor
	Content	(b) Identify the specific coordination required with the access service provider(s)
	Content	(c) Identify the specific coordination required with the Agency, the LGC and other Agency service provider(s)
	Content	For provisioned services using dedicated access, the Contractor's approach to dealing with any of the following situations that apply to the specific project:
	Content	For provisioned services using dedicated access, the Contractor's approach to dealing with any of the following situations that apply to the specific project:
	Content	(a) Operation of services in parallel, i.e., operation on Agency's existing legacy network(s) concurrent with operation on Contractor's network
	Content	(b) Cutover of services when parallel access is available but Agency cannot support or does not

		want to operate services in parallel
	Content	(c) Cutover of services when parallel access is not available, i.e., access facilities used for incumbent services will need to be used for the Contractor's replacement services
	Content	For provisioned services using switched access, the Contractor's approach to the specific project to ensure that continuity and quality of service is maintained through the cutover for each location
	Content	Arrangements proposed to achieve interconnectivity between the incumbent Contractor's network and the Contractor's network during the transition of service for this specific project
	Content	Activities required to complete the cutover of service from incumbent Contractor to the Contractor
	Content	The Contractor's processes and procedures to provide for 100 percent fall-back to incumbent Contractor's service within four hours if the service does not pass the Contractor's end-to-end verification testing as defined in Section E, Inspection and Acceptance.

C.5.3 Networkx Weekly Transition Planning Report

The Contractor shall provide and deliver Weekly Transition Planning Reports to the Agencies in accordance with Networkx Section C.4.4.1.1.

ID Number	Information Elements	Description
1	Title	Weekly Transition Planning Report for NLRB
2	Contractor	Name of Contractor
3	Date	Date of Plan
4	Agency	For Agency-specific report, Name of Agency for which report is submitted
5	AHC	For Agency-specific report, AHC of Agency for which report is submitted:
6	Content	<i>Section I: For Cutovers Sixty (60) Calendar days to Six Months In The Future</i>
	Content	(a) Projected activity by Agency, by week, by service and by locations.
	Content	(b) Status of Agency Orders (Number of Transition Orders anticipated by type, and number actually received), TPSP preparation, Contractor readiness, and the Contractor's orders for access

	Content	<i>Section II: For Cutovers Two (2) Weeks to Sixty Calendar days In The Future</i>
	Content	Projected and planned activity by Agency, by date (if known, week if not), by location, by service:
	Content	(a) Cross-references between new Contractor service to the incumbent Contractor's service that is being replaced
	Content	(b) If available, quantity, type, and commercial circuit numbers of new access circuits and facilities required at the location. If not available yet, number and bandwidth of access circuits and special access arrangements required, if any
	Content	(c) Status of Agency readiness and Agency orders
	Content	(d) Status of TPSP preparation, Contractor Readiness, and the Contractor's orders for access
	Content	(e) Status of the incumbent Contractor's readiness
	Content	(f) Activities at risk of not meeting planned dates With reason and mitigation planned
	Content	<i>Section III: For Cutovers in Current Week and Next Week</i>
	Content	Projected and planned activity by Agency, by date and time, by location, by service:
	Content	(a) Cross-references between new Contractor service to the incumbent Contractor's service that is being replaced
	Content	(b) Quantity, type, and commercial circuit numbers of new access circuits and facilities required at the Location
	Content	(c) Status of Agency readiness and Agency orders
	Content	(d) Status of Contractor readiness, and the Contractor's orders for access
	Content	(e) Status of the incumbent Contractor's readiness
	Content	(f) Activities at risk of not meeting planned dates With reason and mitigation planned
	Content	<i>For Changes</i>
	Content	Information changed from the previous week shall be highlighted.

C.5.4 Networkx Weekly Transition Execution Report

The Contractor shall provide and deliver Weekly Transition Execution Reports to the Agencies in accordance with Networkx Section C.4.4.1.2.

ID Number	Information Elements	Description
1	Title	Weekly Transition Execution Report for NLRB
2	Contractor	Name of Contractor
3	Date	Date of Plan
4	Agency	For Agency-specific report, Name of Agency for which report is submitted
5	AHC	For Agency-specific report, AHC of Agency for which report is submitted:
6	Content	Count of transitions ordered to date by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Count of transitions identified in the Transition Inventory by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Count of transitions ordered to date that have been scheduled by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Count of transitions ordered to date that have not been scheduled over 60 days by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Count of transitions ordered to date that have been cutover by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Count of transitions ordered to date that have been not been cutover (are pending) by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service

	Content	Percentage of transitions ordered to date of those in Transition Inventory by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Percentage of transitions scheduled to date of those in Transition Inventory by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Percentage of transitions cutover to date of those in Transition Inventory by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Percentage of transitions scheduled during the weekly period being reported that were cutover by:
	Content	(a) Agency by incumbent Contractor by: location and service
	Content	(b) Total of all Agencies by incumbent Contractor by: location and service
	Content	Description of transitions by Agency, incumbent Contractor, location, and service that were cutover successfully during the weekly period being reported
	Content	Description and status of services by Agency, incumbent Contractor, location, and service that were not cutover as originally scheduled and are still pending
	Content	For transitions that are in jeopardy of not meeting the current transition cutover schedules for any reason, description, status, and cause by Agency, location, and service
	Content	Statistics showing by service and by total the mean time from date of Service Order Confirmation to cutover for all transitions to date
	Content	Statistics showing by service and by total the mean time from date of Service Order Confirmation to cutover for all transitions cutover during the weekly period being reported
	Content	Discussion of any other issues affecting the timely completion of transition activities
	Content	Reports of impaired or degraded quality of any Contractor service or on gateways or other connections established between Networkx and

		incumbent Contractors' networks which may adversely impact the progress of transition
	Content	Discussion of any issues affecting the timely completion of all transition activities regardless of cause
	Content	Any other information identified by the Contractor as relative to the status of transition activity.

C.5.5 Networkx Transition Inventory Data

The Contractor, in coordination with NLRB, shall develop a Transition Inventory in accordance with Networkx Section C.4.2.5 and C.4.3.3.1.

ID Number	Information Elements	Description
1	Incumbent Contractor	Name of Incumbent Contractor
2	Date	Date of data transmission
3	Incumbent AHC	FTS2001 Agency Hierarchy Code (AHC)
4	FTS2001 SDP	FTS2001 SDP ID, if applicable
5	Service	Service provided by incumbent contractor (SVS, DTS, etc.)
6	Service Details	Details of service applicable to type of service being replaced e.g., circuit IDs, toll free number, toll free ECR Application ID, calling card number and user name, audio conference calling account number, audio conference call authorization code, telephone numbers.
7	Access Contractor	Access service contractor
8	Access Details	Details of Access such as: (a) quantity, bandwidth and Commercial Circuit Numbers of access circuits if dedicated access is used (b) Incumbent contractor-provided equipment, if any, that each circuit (or each channel in a multiplexed circuit) is terminated in (e.g., data service unit, channel bank (c) Telephone numbers presubscribed to incumbent contractor if switched access is used
9	Cross-Ref	Cross-references to the replacing service in the Contractor's Service Ordering, Billing, and Inventory Management support systems if the incumbent is also replacing the service.

C.5.6 Networkx Transition Action Notice

The Contractor shall provide Transition Action Notices in accordance with the deliverable specifications in Networkx Section C.4.2.5 and C.4.3.4.1.4.

ID Number	Information Elements	Description
1	Title	Transition Action Notice
2	Contractor	Name
3	Agency	Name
4	LGC	Local Government Contact Name and Contract Information
5	Date	Date of Notice
6	ASRN	Agency Service Request Number
7	Service Order Number	Contractor's tracking number for this order
8	Scheduled Event Date	Scheduled date of event
9	Contractor's Local Representative	Name and commercial telephone number
10	Service Cross-Reference	Cross-references between new contractor service to the incumbent contractor's service that is being replaced
11	Access Requirements	Access circuits and facilities required at the location
12	Site Prep Requirements	Government site preparation requirements
13	Transition Activities	A transition activities list with dates and times for all contractor, including sub-contractors, activity, including but not limited to cabling, wiring, and the installation of contractor equipment, that will take place prior to the actual cutover of service(s). List of all activities that will require coordination with the incumbent contractor
14	LGC Assistance	Description of assistance required by the contractor from the LGC in order to complete transition activities
15	User Activities	List of all activities required of site users and their contractors
16	Special Procedures During Transition	Special procedures to be followed for trouble reporting and escalation during transition activities
17	Special Procedures after Cutover	Procedures to be followed for trouble reporting and escalation following transition cutover

C.5.7 Go/No Go Transition Notice

The Contractor shall provide Go/No Go Transition Notices in accordance with the deliverable specifications in Networkx Section C.4.2.5 and C.4.3.4.2.4.

ID Number	Information Elements	Description
1	Title	Transition Action Notice

2	Contractor	Name
3	Agency	Name
4	LGC	Local Government Contact Name and Contract Information
5	Date	Date of Notice
6	TAN Date	Date of Transition Action Notice
6	ASRN	Agency Service Request Number
7	Service Order Number	Contractor's tracking number for this order
8	Scheduled Activity Date/Time	Update to Scheduled Date and Time of Activity
9	Activity Update	Update of service and scheduled activity from Action Notice
10	Preparation Update	Update of Status of preparation for required coordinated action with the incumbent contractor from Action Notice
11	GO/NO GO	Confirmation (GO or NO GO)
12	GO Status	If status is GO: (a) Commercial Circuit Number(s) if applicable (b) Update of site preparation requirements (c) Update of assistance required from Agency or LGC
13	NO-GO Status	If status is NO GO: (a) Synopsis of the reason (b) Projection of when the activity will be re-scheduled

C.6 Quality Assurance Surveillance Plan (QASP)

The Contractor shall propose a Quality Assurance Surveillance Plan (QASP) to ensure that the Key Performance Indicators (KPI's) and deliverables described within this PWS and the Networkx Contract are reached and maintained throughout the life of the Task Order. The QASP shall be developed by the Contractor and submitted to NLRB for review and approval prior to Task Order award. The Contractor shall submit a draft QASP upon award and will have 30-days to incorporate the Government's comments and submit the final version. The QASP is a living document and may be updated by NLRB as necessary.

The QASP shall provide a systematic method to evaluate performance, management, and quality control to meet the terms of the task order. The Contractor shall consider and prevent unforeseen and uncontrollable problems from occurring. The Acceptable Quality Levels (AQL) described within this PWS and the Networkx Contract are considered objective, fair, and consistent in evaluating Contractor performance. Any portions of Section C of this PWS not included by the Performance Requirements Summary (PRS) matrix below will be reviewed periodically in accordance with FAR clause 52.246-4, Inspection of Services - Fixed Price and FAR clause 52.246-5.

The Contractor shall coordinate any changes, updates or revisions with NLRB to ensure that the QASP remains a valid, useful, and an enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and NLRB officials implementing surveillance activities.

The following FAR clauses may apply depending on contract type:

- 52.246-4 Inspection of Services – Fixed-Price

C.6.1 Roles and Responsibilities

The Contractor shall identify the appropriate personnel including to oversee and coordinate surveillance activities.

C.6.2 Performance Requirements Summary Matrix

The Contractor shall provide a complete Performance Requirements Summary Matrix that includes ten (10) tasks, incorporating the KPIs and deliverables described throughout this RFQ and the Networx Contract that apply. The final Performance Requirements Summary Matrix report shall be submitted to the Government for review and approval within 10 days after award. Below is an example of a populated item in the Performance Requirements Summary Matrix:

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Time to Restore	The Contractor shall restore all service issues within four (4) hours, for all issues without dispatch	N/A	≤ four (4) hours	Measurement	

Section D: Packaging and Marking

D.1 Preservation, Packaging and Packing

Unless specified otherwise herein, the contractor shall comply with the requirements of Section D of the Networx Universal contract; all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details shall be the subject of an agreement independently arrived at between the ordering Agency and the Contractor.

D.2 Packing List

A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (a) Name and address of the consignor;
- (b) Name and complete address of the consignee;
- (c) Government order or requisition number;
- (d) Government bill of lading number covering the shipment (if any);
- (e) Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package.

D.3 Initial Packing, Marking, and storage of Equipment

All initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made at the Contractor's expense. Such packing, supervision marking and storage costs shall not be billed to the Government. Supervision of packing and unpacking of initially acquired equipment shall be furnished by the Contractor.

Section E Inspection and Acceptance

E.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following 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 address: <http://www.arnet.gov/far>.

Clause No.	FAR Clause No.	Title and Date
E.1.1 52.246-2	Inspection of Supplies - Fixed Price	(AUG 1996)
E.1.2 52.246-4	Inspection of Services - Fixed Price	(AUG 1996)
E.1.3 52.246-16	Responsibility for Supplies	(APR 1984)

E.2 Acceptance Testing of Network Services (Network Section E.4)

The Government reserves the right to perform additional tests to confirm proper operation of a delivered Network service for up to three (3) business days after receipt of the SOCN. If the Government reports no problems to the Contractor during this test period, the effective billing date will be the completion date stamped on the SOCN when the Contractor completes its verification testing. If during the acceptance testing period the Government encounters problems and notifies the Contractor by opening a trouble ticket in accordance with Section C.3.4.2, Trouble and Complaint Handling, the Contractor shall correct the problem, repeat the verification testing, and issue a new SOCN with a new completion date when the problem is resolved. If the Government does not reopen the trouble ticket in the next three (3) business days following receipt of the new SOCN, the service will be considered accepted; and the effective billing date will be the completion date stamped on the most recent SOCN issued for that order. However, if the Government experiences problems and reopens the trouble ticket in the next three business days, the service will not be accepted; and an effective billing date will not be assigned to that order. In such cases, the Government may, at its option:

1. Direct the Contractor to repeat the procedure outlined above.
2. Withdraw the service from acceptance testing. For services being transitioned or migrated from another Contractor's network, the Contractor shall facilitate the return of the services to their original service provider if requested by the Government.
3. Request a replacement of the service (in whole or in part).
4. Cancel the service order without penalty.

Shall the Government exercise any of these options as a consequence of unacceptable acceptance testing results; all expenses incurred by the Government shall be borne by the Contractor. Shall the Government elect Option 1 above; the Contractor shall immediately initiate corrective actions to remedy the problem reported on the trouble ticket and shall keep the Government informed of progress. In such cases, the Government reserves the right to exercise either Option 2, 3, or 4 and may change its option at any time.

E.3 Rights and Remedies Available to the Government for Uncorrected Defects and/or Failures on Contract Covered Supplies and/or Services (Networx Section E5)

In addition to rights and remedies contained elsewhere in this contract, GSA has the rights and remedies described in this section. If the Contractor fails or refuses to perform corrections requested by the Government within the time allowed for such corrections, GSA has the right to impose all terms and conditions of the contract, including action to secure detailed recommendations regarding corrective action from sources other than the Contractor. GSA may elect to implement corrective action or to provide services using a source other than the Contractor. In these cases, GSA may bill the Contractor for any costs incurred by GSA that are directly related to the replacement of the Contractor's services or correction of the Contractor's unacceptable performance. GSA has the right to make an equitable adjustment to the Contractor's invoice. The Contractor shall cooperate fully and shall provide the Government with access to the Contractor's site(s) to include access to all Service Enabling Devices and systems deemed necessary by the Government to diagnose and resolve the problem. The Government and the Contractor will resolve any disputes in accordance with the procedures contained in Section C.3.6.3 (Billing Disputes and Adjustments).

Section F: Deliverables or Performance

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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. The full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

Clause No.	FAR Clause No.	Title and Date
F.1.1	52.242-15 Stop Work Order	(AUG 1989)
F.1.2	52.242-17 Government Delay Of Work	(APR 1984)
F.1.3 52.247-35	F.O.B. Destination With Consignees Premises	(APR 1984)

F.2 Deliverables

The items in the table below include (but not limited to) deliverables to be provided by the Contractor, in accordance with Networx Section F.

ID	Requirement Reference	Deliverable Item Description	Deliverable Name	Frequency	Deliver To
1	C.2.14.1	C.7.12.1	CPCS Performance Reports	Initial: Five (5) business days after the first complete calendar month Updated: Monthly	GSA COR Agency

ID	Requirement Reference	Deliverable Item Description	Deliverable Name	Frequency	Deliver To
2	C.3.2.2.1.2 ID 6	C.3.2.4.2.3	Agency-Specific SLA Monthly Compliance Report	Initial Format: Included at contract award Updated Format: within fifteen (15) business days after receiving GSA comment. If no comments are received, within fifteen (15) business days of Notice to Proceed Initial report: Five (5) business days after the first complete calendar month after Agency requests report Updated: Five (5) business days after the end of each calendar month	Specified by requesting Agency
3	C.3.5.1.2.1.1 ID 1-3 C.3.5.1.2.2.4 ID 2 C.3.5.1.2.7 ID 2	C.3.5.1.3.4.2 J.12.2	Order Receipt Acknowledgement	One (1) business day of receiving an order	Agency
4	C.3.5.1.2.2.3 ID 1 C.3.5.1.2.2.5 ID 6 C.3.5.1.2.2.6 ID 1 C.3.5.1.2.6 ID 4.2 C.3.5.1.2.7 ID 2 C.3.5.1.2.9 ID 1	C.3.5.1.3.4.2 J.12.2	Service Order Confirmation	Five (5) business days after receiving the order	Agency
5	C.3.5.1.2.2.3 ID 3 C.3.5.1.2.2.4 ID 4	C.3.5.1.3.4.2 J.12.2	Order Rejection Notice	Five (5) business days after notifying the Agency that the order is invalid	Agency
6	C.3.5.1.2.2.5 ID 1	C.3.5.1.3.4.2 J.12.2	Firm Order Commitment Notice	Five (5) business days after delivery of the service order confirmation or at least ten (10) business days before the firm order commitment date, whichever comes first	Agency

ID	Requirement Reference	Deliverable Item Description	Deliverable Name	Frequency	Deliver To
7	C.3.5.1.2.2.5 ID 8 C.3.5.1.2.5 ID 1 C.3.5.1.2.8 ID 2 C.3.6.1.2.2 ID 3 C.3.5.1.2.1.1 ID 3 C.3.5.1.2.1.2 ID 8	C.3.5.1.3.3.1 J.12.2	Service Order Completion Notice	Initial: One (1) business day after each order is fully implemented, the contractor has completed testing, and the service is ready for the customer's use Updated: After Agency reports problem, within one (1) business day after the contractor corrects and tests, and Agency accepts the repaired service.	GSA COR Agency
8	C.3.5.1.2.10 ID 1-4 C.3.5.1.2.11 ID 1-2	C.3.5.1.4.1.1	Order Processing Performance Report	Initial: • Sent to GSA: Within ten (10) business days after end of calendar month in which orders were received, processed, or completed. • Sent to Agency: Within ten (10) business days after end of calendar month in which Agency requests report Updated: • To GSA: Monthly within fifteen (15) calendar days after the end of the calendar month • To Agency: As needed	GSA COR Agency
9	C.4.2.7 ID 1	C.4.3.4.1	Transition Action Notice	Initial: Sixty (60) calendar days prior to the transition event such as a service cutover Update: Within a week of becoming aware of a change in the transition activity or event	GSA Transition Manager Agency Transition Manager LGC Incumbent Contractor

ID	Requirement Reference	Deliverable Item Description	Deliverable Name	Frequency	Deliver To
10	C.4.2.7 ID 5	C.4.3.4.2	GO/NO GO Transition Notice	Initial: Not less than twenty four (24) hours before each scheduled cutover or other significant transition activity Updated: As soon as possible after becoming aware that the activity will not proceed as scheduled	GSA Transition Manager Agency Transition Manager LGC Incumbent Contractor
11	C.3.3.1.2.4 ID 25	C.3.3.1.4.1.2	Trouble Management Incident Performance Report	Initial: • Sent to GSA: Within fifteen (15) business days from the end of the first calendar month in which a SOCN is delivered • Sent to Agency: Within fifteen (15) business days after end of calendar month in which Agency requests report Updated: Monthly within fifteen (15) business days after end of calendar month	GSA Requestor Designees of DAR
12	C.4.2.3 ID 1	C.4.4.3.1	Agency-Level Transition Plan	Initial: As requested by Agency, within forty five (45) calendar days of the request by the Agency Revised: Within fifteen (15) calendar days after receiving review comments from Agency. Agency comments will be provided to the Contractor within fifteen (15) calendar days of receiving the initial plan Updated: As agreed with the Agency	Agency Transition Manager
13	C.4.2.4 ID 1	C.4.4.3.2	Transition Project Specific Plan	Initial: As required by Agency, no later than thirty (30) calendar days prior to the customer want date	Agency Transition Manager

ID	Requirement Reference	Deliverable Item Description	Deliverable Name	Frequency	Deliver To
14	C.4.2.9 ID 2	C.4.4.1.1	Weekly Transition Planning Report	Initial: No later than one (1) week following Order Receipt Acknowledgement of first Transition Order Updated: Weekly no later than the second (2 nd) Government business day following a weekly reporting period ending Sunday night	GSA Transition Manager Agency Transition Manager
15	C.4.2.9 ID 2	C.4.4.1.2	Weekly Transition Execution Report	Initial: No later than one (1) week following Order Receipt Acknowledgement of first Transition Order Updated: Weekly no later than the second (2 nd) Government business day following a weekly	GSA Transition Manager Agency Transition Manager
16	C.3.6.2.2.3 ID 1, 4, 7	C.3.6.2.3.2.1	Centralized Invoice, Detail Billing, and Adjustment Files	Initial: Within fifteen (15) business days after end of the first (1 st) calendar month in which the contractor has billable charges. Updated: Monthly within fifteen (15) business days after the end of the calendar month	GSA COR Centrally Billed Agency
17	C.3.6.2.2.3 ID 7	C.3.6.2.3.2.2	Centralized Billed Monthly Billing Informational Memorandum	Initial: With first (1 st) invoice Updated: Monthly, with invoice	GSA COR Agency

Section G: Contract Administration

G.1 Accounting and Appropriation Data

Accounting and appropriation data for obligations under the contract will be set forth on individual delivery orders.

G.2 Government Representatives

The following subsections describe the roles and responsibilities of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government may change assignments for this Task Order at any time without prior notice to the Contractor. The Contractor will be notified of the change.

G.2.1 Contracting Officer (CO)

The NLRB Task Order will be administered by:

Delfina St Clair
Contracting Officer
Acquisitions Management Branch
1099 14th Street, NW – Room 7756
Washington, DC 20570
202-273-4210
Delfina.st.clair@nlrb.gov

- a) Written communications shall make reference to the Task Order number and shall be mailed to the above address.
- b) The Contracting Officer has the overall responsibility for the administration of this task order. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, scope, requirements, specifications, details, and/or delivery schedules. The CO may delegate specific responsibilities to its authorized representative, hereinafter referred to COTR.
- c) The CO will identify the COTR for this Task Order through a written designation. A copy of the letter of designation stating specific duties and responsibilities will be provided to the Contractor. The CO may also designate alternate COTRs for this Task Order.

G.2.2 COTR Designation and Authority

The Contracting Officer's Technical Representative (COTR) for the NLRB Task Order is:

Robert Mira
Email Manager
1099 14th Street NW
Washington, DC 20570
202-273-0201
Robert.Mira@nlrb.gov

- (a) The COTR will represent the Contracting Officer in the administration of the technical details within the scope of this Task Order. The COTR is also responsible for the final inspection and recommending acceptance of all services and deliverables, and for monitoring the Contractor's performance and notifying the Contractor and CO of any deficiencies observed. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the Task Order specifications, price, terms, or conditions. In the absence of the COTR, the Alternate COTR will have the same duties and responsibilities as the COTR when acting in the absence of the COTR. The COTR will notify the CO in writing, who will subsequently notify the Contractor, in writing, when the Alternate COTR is acting for the COTR. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer.
- (b) Performance of work under this Task Order shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in detail, and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction shall be within the scope of the specification(s)/work statements and shall not result in any action that:
- (1) Constitutes a change of assignment or additional work outside the specification(s)/work statement.
 - (2) Constitutes a change as defined in the contract clause entitled "Changes".
 - (3) Causes an increase or decrease in the contract price, or the time required for contract performance.
 - (4) Changes any of the terms or conditions of the Task Order (Service Level Agreements, work statements, etc.)
 - (5) Interferes with the Contractor's right to perform under the terms and conditions of the Task Order; or,
 - (6) Directs, supervises, or otherwise controls the actions of the Contractor's employees.
- (d) Technical direction may be verbal or written. The COTR shall confirm verbal direction in writing within five (5) business days, with a copy to the Contracting Officer.
- (e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in technical direction detailed above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government business day.

- (f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the Task Order shall be subject to the terms of FAR Clause 52.233-1 “Disputes”.

G.2.3 NLRB Program Manager

- (a) The Program Manager for the NLRB Task Order is:

Laurie Sanders
Associate Chief Information Officer, Infrastructure Section 1099 14th Street NW
Washington, DC 2057
202-273-4095 (Phone)
Laurie.Sanders@nlrb.gov (Email)

- (b) The NLRB Program Manager is the principal technical representative for the Government with overall responsibility for the NLRB Program.

G.3 Special Contract Administration Responsibilities

The NLRB PMO has the primary responsibility for the overall management of the NLRB project in collaboration with the NLRB DARs and shall be responsible for:

- (a) Administering and final closeout of orders;
- (b) Performing inspection and acceptance or rejection of the services performed by the Contractor;
- (c) Payment, withholds, or partial payment of invoices after NLRB review;
- (d) Forwarding end of fiscal year notification to the NLRB Contracting Officer; either by (memo, letter, or electronically) that all orders awarded in proceeding fiscal year are closed and final disposition complete including release of claims letters.

The NLRB Office of Procurement is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- (a) Provide scope oversight;
- (b) Serve as liaison between the Contractor and NLRB PMO;
- (c) Ensure compliance with contract requirements;
- (d) Place all contract modifications against the Task Order.

Unless otherwise delegated, only the designated NLRB Contracting Officer, as defined in Section 6.2.1, has oversight of the Task Order as a whole.

G.4 Remittance Address

The Contractor shall indicate in the space provided below the address where payment shall be mailed if different from the Contractor’s address:

G.5 Billing

The Contractor shall provide Centralized Billing, together with the associated processes, functions, data, and reports, in compliance with the requirements specified in Section 2.3.2 of this Task Order.

G.5.1 Billing Cycle

The Contractor shall comply with Networkx Section C.3.6.2.1.1, to provide GSA with accurate billing files, in accordance with Networkx Section J.13.3.20 for NLRB every month by the fifteenth (15th) business day after the close of business of the Contractor billing period.

G.5.2 Invoice Fields

- (a) To constitute a proper invoice, all invoices shall be in compliance with FAR 52.232-25 and include summary data as identified in Section J.12.4.1 of the Networkx Enterprise contract, as well as the following information and documentation:

Field Name	Description
Contract Number	For Networkx, assigned by GSA
Contractor (Invoice Header)	Contractor Name
TP Document Number	GSA assigned TP – “FTS Non- Itemized Purchase Order” number
Invoice Number	A unique number assigned to this invoice only (used for reference purposes)
Invoice Date	Date of Contractor Invoice
Billing Period	Beginning and Ending dates associated with the Billing/Dispute/Adjustment cycle (or period) of this service
Contractor “Remit To” Address	“Remit To” contact information (who to send the bill to)
“Billed To” Address in Full	For Centralized Remit, this shall be the GSA Finance Center. Direct billed will be sent directly to the customer Agency
Current Charges	Current Monthly Charges (excluding Taxes/State and Local Surcharges)
Taxes and Surcharges	Eligible State taxes, Local taxes and Surcharges (may also be referred to as Gross Receipts Tax)
Payment	Payments received during current month
Adjustment	Adjustment amount issued by the contractor, changing the amount of the invoice
GMS Fee	Total GMS fee for the billing period
Total Balance Due	Grand total for the entire invoice (Summation of all charges due on this invoice)

- (b) Credits. Any credits due to the Government under this contract shall be applied against the Contractor's invoice with the appropriate information attached.

G.5.3 State and Local Taxes

Invoices shall include: 1) a subtotal of the amount billed before taxes, 2) a subtotal of the amount billed before taxes and GSA Management Fee, and 3) a total for State and Local Taxes, computed by multiplying the State and Local Taxes percentage rate(s) by the amount billed before taxes and GSA Management Fee.

The Contractor shall provide to the Government, on a semi-annual basis, an itemized list of taxes that are included in its monthly invoices, including the name of each tax, jurisdiction by name, reference to the statutory source for the tax, and applicable tax rates.

G.5.4 Billing Reconciliation and Disputes

The Contractor shall ensure that each invoice contains all pricing components in sufficient detail to reconcile charges with actual installation or services completed. The Contractor shall ensure that all charges, credits, and debits are shown on the invoice and that no additional data is required by the Government to verify the amount of the discounts, credits, or debits. A Government inquiry on an invoice may result in a billing dispute. The Government will follow the Billing Dispute process as defined in Networx Enterprise Section C.3.6.3.

G.5.5 Withholding Payments/Discounts

In the event the Government decides that a charge or credit on an invoice is not properly billed, every effort will be made to promptly pay the portion of the invoice not in question and give detailed written notice to the Contractor concerning the charge or credit in question.

The Government reserves the right to withhold partial or entire payment of invoices as a result of incomplete service delivery, service levels that have not been met, or invoices that are incorrect and in dispute.

The Contractor shall apply withholds to invoices based on the actual level of services provided to the NLRB. Service availability and specific withholds shall be calculated according to the Networx SLAs described in Networx Section J.13.

G.5.6 Invoice Supporting Documentation

The Contractor shall, at the request of the Government, provide any and all supporting documentation that would be required to support any and all invoices submitted by the Contractor at no additional cost to the Government. Supporting documentation shall be determined by the nature of the request.

G.5.7 Acceptance and Partial Payments

Invoices not conforming to paragraph (a)(3) of contract clause FAR 52.232-25, Prompt Payment, shall be deemed improper and will result in complete rejection of the invoice or partial payments of properly invoiced amounts only.

G.5.8 Payment Due Date

The due date is the date specified in the Task Order, or if no due date is specified in the Task Order, the due date shall be the thirtieth (30th) day after receipt of a proper invoice.

G.5.9 Monthly Summary Invoice Reports

On a monthly basis, the Contractor shall furnish the COTR and NLRB PMO a monthly summary report that shall include charges for all of NLRB, the total billed charges for NLRB for the month, and the remaining amount of unspent dollars on each individual work order.

G.5.10 Electronic Funds Transfer (EFT) Payments (IR1052-01-001)

In order to receive payments under this Task Order/award, Contractors are required to register in the Central Contractor Registration (CCR) database. CCR is the primary database used to obtain Contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a Contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, Contractor business, name, address, telephone, point of contact, business start date, Data Enterprise Numbering System (DUNS) number (plus four (4) digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the Internet can generally be activated within forty eight (48) hours, if all the information is complete and accurate. Registration via another method can take up to thirty (30) days.

The CCR web site contains information and a telephone number (800-333-0505) that a Contractor can call to get an expedited DUNS number in order to start the registration process. Contractors shall obtain the EFT account numbers from their own financial institution, if not already known. Contractors will be ineligible for awards if they are not registered in CCR, unless they meet one of the exceptions in FAR 4.1102(a). Contractors who qualify for an exception shall still obtain an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Contractor/Miscellaneous Payment Enrollment Form directly to: <http://www.ccr.gov>.

If the ACH Contractor/Miscellaneous Payment Enrollment Form is not included in this solicitation/award, it can be obtained from the NLRB Contracting Officer or directly from <http://www.ccr.gov>.

In order for Contractor invoices to be determined proper and payments made under applicable awards, Contractor EFT information shall be valid and current. Valid Contractor EFT information shall include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the Contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the Contractor is required to notify the NLRB Contracting Officer within three (3) business days. Under this award, those Contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the NLRB Contracting Officer within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information to: CFOBFC.CCRPaymentinformation@irs.gov.

Valid Contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The form can be obtained from the Contracting Officer or from the NLRB Contracting Officer or from <http://www.ccr.gov>. Contractors shall obtain the waiver from EFT payments prior to award of a contract or agreement.

Section L: Instructions, Conditions, & Notices to Contractors or Quotes

L.1 Introduction

The Government contemplates award of a Task Order under the General Services Administration (GSA) Networx Enterprise Contract, hereafter referred to as "Networx", resulting from this request.

L.2 Format and Instructions for Proposal Submission

The Contractor shall furnish the proposal in separately bound volumes in the quantities specified in the table below. Each volume shall be complete in itself in order that evaluation of one volume may be accomplished independently of, and concurrently with, evaluation of the other. Contractor's proposals shall consist of the following two (2) separate volumes submitted in accordance with the limitations listed below. Please note that any pages exceeding the maximum pages stated in the chart below **will not** be evaluated by the Government.

Volume No.	Volume Name	Maximum Pages	Copies
I	Non-Price Proposal	50 pages	Original Signed, 7 paper copies, 2 electronic copies
II	Price Proposal	no limitation Size of print per page shall be at least Times New Roman 12 point	Original, 7 paper copies, 2 electronic copies

Each proposal volume shall include an **index/table of contents** of that volume's contents that identifies major paragraphs and subparagraphs by number and descriptive title as well as the corresponding page numbers.

Each proposal volume shall include an **exceptions** section that identifies and explains in detail any exceptions, deviations, or conditional assumptions taken with the requirements of the PWS. Any exception, etc., taken shall contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be fully explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be determined unacceptable for consideration. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may, however, result in rejection of your proposal as unacceptable for consideration.

Electronic copies shall use Microsoft Office applications and be provided on CD and shall not be password protected. The pricing tables and schedules shall be provided in Microsoft Excel.

The page maximums for Volumes I and II are inclusive of the table of contents, executive summary, charts, graphs, tables, figures, matrices, attachments, appendices, etc. Every physical page included in Volumes I and II count towards the maximum page limitation, except blank sides and section/tab dividers.

Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation such as charts, figures, etc. included in each volume.

Each volume including all supporting documentation shall be submitted in standard three ring loose-leaf binders. Each binder shall contain a cover sheet and spine that cites the Contractor's name, solicitation name and number, volume number, volume title, and if appropriate, the number of binders within the volume, e.g., Binder # of #. Each binder shall also be marked to indicate whether it is an original or copy. Paper size shall be 8 1/2 by 11-inch white paper with printing on one side only. The typewritten or printed letters shall be 12 point Times New Roman (with the exception of pre-printed product literature). No reduction is permitted except for organization charts or other graphic illustrations. In those instances where reduction is allowable, Contractors shall ensure that the print is easily readable; no less than 8-point font on graphs and 10-point font on tables. Each page shall have adequate margins on each side (at least one inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Fold outs for complete spreadsheets and/or organization charts are permissible up to 11" by 17", with printing on only one side, if secured with the volume. Large sheets (i.e., greater than 8 by 11 inch) shall count as two pages. Contractors shall not exceed the page limitations set forth above.

A proposal that fails to show compliance with these instructions may not be subject for consideration.

In order that your Non-Price Proposal may be evaluated strictly on the merit of the material submitted, NO PRICE INFORMATION IS TO BE INCLUDED IN VOLUME I.

L.3 Volume I – Non-Price Proposal

The non-price proposal shall be formatted in accordance with the RFQ. The Contractor shall ensure that the each section within their proposal accurately identifies the section headings and numbering scheme outlined in the RFQ.

The Contractor shall present an overview of its technical approach and capabilities, and where appropriate demonstrate its relative experience in delivering similar services in a program of similar size. The Contractor shall explain, with clarity and detail, its technical solution and describe how that solution accomplishes the requirements set forth in Section C.2. The Contractor shall describe its proposed methodology for delivering the required CPCS service. The solution shall be responsive to customer needs while providing high availability, performance and quality of service.

The technical approach shall be designed to accomplish all requirements described in Section C.2 and C.4 of the PWS and address how the requirements and the associated Key Performance Indicators (KPIs) will be met.

The Contractor shall meet or exceed the KPIs listed in Section C.2.3 and C.4.3. Contractors shall detail when any proposed KPI exceeds the service levels in Section C.2.3 and C.4.3. The technical approach shall clearly present information adequate to fully evaluate each of the evaluation criteria described in Section M. When addressing specific requirements of the PWS, the Contractor shall also address each corresponding KPI, as identified in Section C.2.3 and C.4.3.

Any exceptions or deviations from the stated requirements in the PWS shall be listed in this section, even if they are listed elsewhere in the response.

The Contractor shall describe its approach to transition that shall describe the impacts to NLRB and its Agencies. The Contractor shall describe their transition approach in the ALTP and TPSP as defined above in Sections C.5.1 and C.5.2 respectively.

The Contractor shall describe how they will ensure NLRB services and solutions remain up-to-date with enhancements to CPCS offered under Networkx.

The Contractor shall address within their proposal how they intend to meet each of the following non-price evaluation factors: Geographic Coverage, Product Support, Refresh, and Replacement Approach, Technical Requirements, OSS Reporting, and Transition Planning. The Contractor shall address their approach to providing a broad range of geographic coverage for CPCS and describe how they intend to provide technical support for all proposed CPCS services. The Contractor shall provide their approach for delivering the required services and the functionality of their OSS. Additionally, the Contractor shall describe how they intend to facilitate the transition of NLRB Agencies currently using CPCS from their respective incumbent Contractor.

The Contractor shall provide past performance references that reflect success in the technical work performed, and the degree to which these evaluations of past performance reflect a management approach that encourages customer satisfaction and collaboration.

L.4 Volume II – Price Proposal

This section contains all pricing elements of the NLRB PWS and provides Contractors pricing guidance and submission instructions. The NLRB PWS pricing methodology requires the Contractor to furnish all services necessary to meet NLRB requirements. The Contractor has the flexibility to logically group and/or bundle services in their price proposal, as long as the pricing approach provides the best value solution to the Government, and NLRB retains the right to purchase these services a-la-cart as well.

L.4.1 Period of Performance

This Task Order's base and option periods align with the Networkx Contract as follows:

Base Period: Date of award through 09/30/12

Option Year 1: 10/1/2012 through 09/30/13

Option Year 2: 10/1/2013 through 09/30/14

Option Year 3: 10/1/2014 through 09/30/15

Option Year 4: 10/1/2015 through 09/30/16

Option Year 5: 10/1/2016 through 05/30/17 (end of Networkx Enterprise contract)

The Contractor shall use the above listed periods of performance and contract year dates when completing all pricing tables and attachments.

L.4.2 Contract Line Item Number (CLIN) Overview

The Contractor shall furnish all services necessary to meet NLRB requirements, including all proposed Service Level Agreements (SLAs), through the use of firm fixed price Monthly Recurring Charges (MRCs) and Non-Recurring Charge (NRC) CLINs. All CLIN's shall meet the requirements of Section B.1.3. The Contractor shall indicate what CLINs are mandatory to obtain specific

services. The Contractor shall comply with the requirements of all attachments and reflect any discounts offered (excluding prompt payment discounts) in their pricing.

L.4.3 GSA Management Fee

All prices shall be submitted inclusive of a seven (7) percent GSA Management Fee for the life of the contract. That is, Contractors shall submit prices that include a fee of seven (7) percent for all years.

L.4.4 Price Proposal Tabs

The Price Proposal shall consist of the tabs listed below.

Tab A - Table of Contents

Tab B – Exceptions and Deviations

Any exceptions or deviations from the stated requirements in the PWS shall be listed in this section, even if they are listed elsewhere in the response.

Tab C – Price Proposal - Overview

The Contractor shall provide an overview of its price proposal, including:

- Any notations for submitted pricing, including conditions or assumptions;
- Proposed mechanisms, if any, by which pricing can remain competitive over time. The Contractor is encouraged to propose draft contract language;
- A summary of proposed pricing tables and their function;
- Description of proposed service tiers with enough detail to permit evaluation.

Tab D – Price Proposal – Pricing Worksheets

The Contractor shall provide all proposed pricing, including all completed worksheets and any additional tables, in Tab D.

L.5 Proposal Submission

Proposals are to provide the requested information in a brief and succinct manner, making every effort to present information clearly and concisely. Proposals should address the requirements of the project consistent with the evaluation criteria described in this RFQ. Lengthy narratives containing extraneous information are discouraged. All information shall be submitted in English. Proposals that do not follow this format or otherwise include documentation that is difficult to read, may be rejected or may result in a lower evaluation rating.

Proposals are due by 4:00 p.m.. EST on February 7, 2012 via email to Delfina St Clair at Delfina.St.Clair@nlrb.gov or by regular mail. Proposals should be submitted in either Adobe Acrobat or Microsoft Word 2003. Proposals may be shipped or mailed to the following address:

**National Labor Relations Board
Acquisitions Management Branch
1099 14th Street, NW, Room 7756
Washington, DC 20570
Attention: Delfina St Clair**

The NLRB Contracting Officer will serve as point of contact (POC) for inquiries and clarifications.

To the extent prospective Offerors have questions or comments regarding this Solicitation, they are to be submitted in writing via email to the Contract Office at Delfina.St.Clair@nlrb.gov by 12:00 noon EST on January 24, 2012. At the NLRB's discretion, the NLRB may provide written responses to the questions or comments as appropriate. Any such responses will be posted as an Amendment to the Solicitation.

Section M: Evaluation Factors for Award

M.1 Basis for Award

This fair opportunity competition is being conducted in accordance with FAR 16.505(b) under GSA's Networx Enterprise Contract.

M.2 Contractor Support

Contractors are hereby notified that the NLRB intends to use a commercial company/organization to provide assistance during this fair opportunity competition. The company/organization may have access to some of the information contained in the proposals and will be subject to appropriate conflict of interests and standards of conduct. The company/organization is also required to comply with strict confidentiality restrictions.

M.3 Basis For Award

Award of this task order will be made on a competitive best value basis, using "tradeoff" among price and non-price factors. NLRB may elect to award to other than the lowest priced contractor, or other than the contractor with the highest rated non-price proposal. In either case, a tradeoff will be conducted. Award will be made only to a contractor whose proposal is determined to be technically acceptable. Past Performance will be evaluated independently from the other non-price evaluation factors.

NLRB will make award to the responsible Contractor whose offer conforms to the solicitation and is most advantageous to NLRB, price and other factors considered.

It is important that the Contractor direct the proposal to the evaluation factors and cover each appropriately in response to the solicitation requirements and in accordance with the instructions provided herein.

M.4 Evaluation Factors

M.4.1 Non-Price Factors

The non-price evaluation factors (less Past Performance) are listed in descending order of importance:

Evaluation Factor 1: Geographic Coverage

Evaluation Factor 2: Product Support, Refresh, and Replacement Approach

Evaluation Factor 3: Technical Requirements

Evaluation Factor 4: OSS Reporting

Evaluation Factor 5: Transition Planning

Geographic coverage is considered more important than all the other non-price factors combined.

Evaluation Factor 1 - Geographic Coverage

NLRB requires a broad range of geographic coverage for CPCS service. This includes both CONUS and OCONUS locations. The Contractor shall indicate, based on its signal quality, its ability to provide coverage. Coverage maps indicating both in-network and roaming areas may be provided as supporting documentation. Areas covered under network sharing/teaming arrangements shall also be identified.

Evaluation Factor 2 - Product Support, Refresh and Replacement

The Contractor shall describe its technical support for all proposed CPCS services in the Technical Approach. This description shall include the Contractor's approach to handling outages, end of life product upgrades, and refresh. The Contractor shall describe its approach for equipment upgrades and refresh plans regarding wireless SED proposed for use throughout the term of this contract. Any costs or credits associated with the upgrade or refresh shall be described.

The Contractor shall describe its approach for replacing lost, stolen, damaged, or faulty equipment to include details such as metrics specifying the time to provide replacement equipment.

The Contractor shall also describe its ability to meet NLRB's requirements to conduct pre-production testing of all equipment and software applications prior to installation and integration into the production environment.

Evaluation Factor 3 – Technical Requirements

The Contractor shall describe their approach for delivering the required service, at the specified KPIs, as described in Section C.2 and Section C.4.

Evaluation Factor 4 – OSS Reporting

The Contractor shall describe their Operational Support System (OSS) functionality and provide an overview of the features and capabilities that will benefit NLRB. Additionally, the Contractor shall provide examples of their reporting capabilities, as prepared by their OSS, to include at minimum:

1. Inventory
2. Ordering
3. Billing

Evaluation Factor 5 –Transition Plan

The Contractor shall describe its approach to facilitating the transition of NLRB Agencies currently using CPCS from their respective incumbent Contractor(s). The Contractor shall describe their transition approach in the ALTP and TPSP as defined in Sections C.5.1 and C.5.2 respectively.

M.4.2 Past Performance

The Contractor shall demonstrate the degree to which past performance evaluations either included in the proposal or identified by the evaluators in any other manner, reflect success in the technical work performed, and the degree to which these evaluations of past performance reflect a management approach that encourages customer satisfaction and collaboration. The Contractor shall provide a list of at least three (3) but no more than five (5) references of relevant past and present contacts for Federal, State and/or City agencies and commercial customers within the past two (2) years. "Relevant" is defined as like service as stated in this solicitation's PWS in terms of similar scope and complexity.

References shall include:

- 1) Name of the Organization that will be providing the reference,
- 2) Name of the Point of Contact (POC),
- 3) POC Telephone Number,
- 4) POC Email address,

- 5) Contract Number,
- 6) Period of Performance, and
- 7) Scope of Work.

NLRB may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the Contractor's past performance as it relates to the probability of success of the required effort. Ensure that contract information is accurate and up-to-date, as references will be checked

M.4.3 Price

All non-price evaluation factors when combined are significantly more important than price. As non-price evaluation factors become equal, price may become the determining factor.

M.4.4 Price Evaluation

The Contractor's proposed pricing will be evaluated against NLRB's estimated level of effort. Contractors shall propose fixed unit prices that comply with the requirements of the SOW and are both realistic and reasonable.

For purposes of an award decision, the total evaluated price as set forth in the proposal instructions will be evaluated in accordance with FAR Part 15.404-1(b), Price analysis, and for completeness and accuracy. Prices for all contract years are required.

The Price Proposal will be evaluated, but will not be assigned a numerical score or weight. An offer that is materially unbalanced as to prices may be rejected as being unacceptable.

M.4.5 Price Evaluation of Options

NLRB will evaluate offers for award purposes by evaluating prices for the basic requirement as well as all enhancements and options. Evaluation of enhancements and options will not obligate the NLRB to exercise the options. Offers containing any charges for failure to exercise any enhancement or option will be rejected.