RFQ: QTA-0-12-PS-B-0006
General Services Administration
(GSA)

To

Federal Strategic Sourcing Initiative (FSSI) Wireless

For

Blanket Purchase Agreement (BPA)

Volume II Price

Date | March 4, 2013, Revision 2



Offeror

AT&T Mobility LLC 1025 Lenox Park Blvd NE Atlanta, GA 30342

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RFQ.: QTA-0-12-PS-B-0006 – GSA Federal Strategic Sourcing Initiative (FSSI) Wireless

/Blanket Purchase Agreement (BPA)

Contractor: AT&T Mobility LLC

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Section A: Price Narrative

3.1 General Structure

The aggregate participation of the committed agencies in this effort and other agencies should result in pricing that is more competitive than that which a single agency can achieve. To this end, the Contractor is strongly encouraged to offer BPA prices that are lower than pricing offered to any other Federal Agency.

This section contains price schedules for the services and related priced features described in Section 2 of this RFQ. All prices shall conform to the format and structure defined herein.

Features are normally separately priced; although, some features have been defined to be not separately priced (NSP). For purposes of this RFQ, any NSP items shall have a price of zero (\$0) entered in the Price Tables (spreadsheet).

The Contractor shall maintain current electronic updates of the Price Tables submitted with its successful Quotation for the full agreement period. All prices shall be binding at the time of award, be specified for the entire agreement period, and shall not increase over the period of the agreement.

AT&T Response:

AT&T is pleased to offer the Federal Government competitive wireless services rates that include zero dollar priced SEDs that we believe achieve the spirit and intent of the GSA Wireless Services and Devices RFQ. We believe our offer provides the Federal Government with the ability to normalize and reduce variance where optimal. We believe our offer reflects the appropriate economies and efficiencies of scale sought by this particular RFQ by including features that are above and beyond what had previously been on the schedule. AT&T will electronically update the Pricing Tables as required.

AT&T Mobility LLC GSA Schedule 70 Contract is GS-35F-0297K. Services not included in the FSSI BPA may be purchased from AT&T's Schedule 70. Examples are Global Smart Messaging, Enterprise Paging, GPS Tracking and Navigation.



3.2 Voice and Data Domestic Service Plans

3.2.1 Voice Service

The Contractor shall provide Voice Service Plans as defined in Table 3-1.

AT&T Response:

In Table 3-1, CLINs 1000-1008, AT&T provides metered, pooling, and unlimited voice plans. Our voice and data pooling plans pool are explained in section 2.3.1 of the technical section. AT&T also offers an unlimited plan. For devices used typically only in emergencies, the Government can use the Voluntary Suspend Plan to provide mobile devices at a moment's notice to personnel. Under this plan, a customer can suspend lines for up to 180 days. Lines in suspended status are charged a nominal established rate per month, per line. There is no additional monthly rate plan charge associated with the Suspend Plan. When an emergency arises, the customer can request that AT&T provision regular services (voice, data, text, etc.) on the lines (over the air.) The time spent in suspend status will not count towards the device refresh period.

3.2.2 Data Add-On Service

The Contractor shall provide Data Add-On Service plans as defined in Table 3-2.

AT&T Response:

In Table 3-2, CLINs 1100-1107, AT&T offers metered, pooling, and unlimited data add-on service plans that complement our voice plans and provide optimum value to the Federal Government. Pooling with these plans will work as described in section 2.3.1 of the technical section. For devices used typically only in emergencies, the Government can use the Voluntary Suspend Plan as described in 3.2.1 above.

3.2.3 Data Only Service

The Contractor shall provide Data Only Service plans as defined in Table 3-3.

AT&T Response:

In Table 3-3, CLINs 1200-1206, AT&T offers metered, pooling, and unlimited data only service plans that we believe provide optimum value to the Federal Government. Pooling with these plans will work as described in section 2.3.1 of the technical section.



3.2.4 Satellite Augmented Cellular Services (As available)

The Contractor will provide Satellite Augmented and Cellular Service plans as defined in Table 3-4 (As available).

AT&T Response:

AT&T is not offering satellite service pricing under this BPA.

3.3 Paging Services

The Contractor shall provide Paging Service plans as defined in Table 3-5 (as available). No additional Paging Service plans will be considered.

AT&T Response:

AT&T does not offer traditional paging services and will not be proposing these services.

3.4 Domestic to International Calling (Long Distance)

The Contractor shall provide International Long Distance Calling plans (from Domestic to Non-Domestic) as defined in Table 3-6a and 3-6b for all countries it offers on the GSA Schedule. At a minimum, plans for the nine countries listed in the Table shall be provided. See the electronic Price Table (spreadsheet) for CLINs for additional countries to be provided as available from the Contractor.

AT&T Response:

In Table 3-6, AT&T has provided the applicable rates for each country listed by the GSA. AT&T offers international calling to at least 33 countries not listed, plus calling to satellite phones. Due to space limitations, only 12 of these additional countries have been entered on the pricing table as CLINs 1803-1814. Pricing for additional countries is available upon request.

On GSA Schedule GS-35F-0297K, AT&T offers discounted international calling to over 226 countries with a subscription to an add-on plan called AT&T World Connect Long Distance Calling Plan, with a monthly recurring charge of \$3.19. Rates vary per country and can be found at http://www.att.com/shop/wireless/international.html. The rates listed as GSA Schedule may be found on http://www.att.com/shop/wireless/international.html and are subject to change.

For the GSA FSSI BPA, AT&T is offering an add-on plan with discounted international calling with a \$0 MRC. Proposed per minute rates for each country are fixed per GSA requirement.

Since the GSA has locked the fields to numeric values only, AT&T is unable to state that a service is not available. Therefore, a blank field on the AT&T price list indicates that the



particular service is not offered. For example AT&T does not offer international calling to Kosovo at this time.

3.5 International Roaming

The Contractor shall provide pricing for internationally originated voice calls, text messages and data as defined in Table 3-7 for all countries it offers on the GSA Schedule. At a minimum, plans for the nine countries listed in the Table shall be provided. See the electronic Price Table (spreadsheet) for CLINs for additional countries to be provided as available from the Contractor.

AT&T Response:

In section 3-7, AT&T has provided the applicable rates, for each country listed by the GSA. AT&T offers roaming in at least 25 countries not listed, plus roaming on cruise ships. Due to space limitations, only 12 of these additional countries have been entered on the pricing table as CLINs 2712-2759. Pricing for additional countries is available upon request.

On GSA Schedule GS-35F-0297K, AT&T offers discounted international roaming in over 226 countries with a subscription to an add-on plan called AT&T World Traveler, with a monthly recurring charge of \$4.79. Rates vary per country and can be found at http://www.att.com/shop/wireless/international.html.

For the GSA FSSI BPA, AT&T is offering an add-on plan with discounted international roaming with a \$0 MRC. Prices are fixed per GSA requirement.

Pay per use international SMS text messaging is \$0.50 per sent message. Text messages received while roaming internationally are deducted from the domestic messaging package. Since unlimited text messaging is included in the proposed voice plans, the cost to receive text messages internationally is \$0.00.

The pay per use international data rate for subscribers to World Traveler (GSA Schedule add-on plan) is \$0.0195/KB. While AT&T's pricing table conforms to a per-MB unit, AT&T will actually bill any usage per KB, not per MB. The pay per use international data rate for GSA FSSI BPA users that subscribe to the \$0 add-on international plan is \$0.005/KB in the AT&T Select Roam Zone and \$0.015/KB outside the Roam Zone. Roam Zone countries can be found online at http://att.com/globalcountries. AT&T will bill any overage per KB, not per MB. International add-on plans which include data buckets or unlimited international data are available.

Since the GSA has locked the fields to numeric values only, AT&T is unable to state that a service is not available. Therefore, a blank field on the AT&T price list indicates that the particular service is not offered. For example there is no data roaming in Palau at this time. Price \$0.000 indicates there is no charge for a service, such as incoming international SMS.



3.6 Features, Wireless Infrastructure/Subsystems, and Advanced Technologies

3.6.1 Features

The Contractor shall provide pricing for Features as defined in Table 3-8.

AT&T Response:

For Table 3-8, Features, AT&T offers the features described in CLIN 3000-3008.

Since the tables are locked to hold numeric values only, AT&T could not enter that tethering is offered on GSA Schedule at a range of \$12 - \$16 per month.

Although AT&T has a strong international presence, we were unable to address CLIN 3002 for International PTT, therefore the fields are left blank (the service is not available from AT&T at this time).

Directory assistance is offered at a fixed price of \$1.99, except for Puerto Rico where the rate is \$1.50 per call. Again, since the cells are locked, only the \$1.99 value is populated.

AT&T does not price Multimedia Broadcast separately; standard data plans would be used and may require the appropriate application on the device.

SCIF friendly mode is not available on the requested equipment. Users are able to turn off the wireless transmittal but this may not fully address all Federal agency SCIF requirements.

AT&T has not proposed any additional features, but would like to remind the GSA that all features on the GSA Schedule GS-35F-0297K are available for purchase.

3.6.2 Wireless Infrastructure/Subsystems

The Contractor shall provide Wireless Infrastructure/Subsystems pricing as defined in Table 3-9.

AT&T Response:

In CLIN 3200, AT&T offers GSM Circuit Switched data services as an add-on feature to a primary voice plan.

For CLIN 3201, a direct ordering entity connection, AT&T offers our Custom Connectivity Solution, and has included the components of this offer to Propose CLINs 3209 – 3217, as a means to secure a connection. AT&T's Commercial Connectivity Services (CCS) enables enterprises to securely and reliably extend their WAN infrastructure to mobile end points by providing standards-based connectivity options between the enterprise and cellular networks. Please refer to current GSA Schedule GS-35F-0297K for additional CCS items and conditions.



AT&T Encrypted Mobile Voice service, CLIN 3202, provides mobility customers with end to end security features for confidential and sensitive calls. AT&T Encrypted Mobile Voice transforms standard Smartphones into protected communication devices, meeting government grade classifications for Controlled Unclassified Information, and Sensitive But Unclassified, and offering NIST FIPS 140-2 validation.

AT&T offers Good for Enterprise by AT&T, CLINs 3218 - 3239, to address mobile device management licensing and support as well as over-the-air device and content management licensing and support. The Good for Enterprise by AT&T includes Good Mobile Messaging, Good Mobile Control and Good Mobile Access.

Please refer to current GSA Schedule GS-35F-0297K for additional Good for Enterprise Solution items and conditions.

For Temporary Antenna Installation, CLIN 3205 and 3240, AT&T can provide our unique mobile solution, the AT&T Remote Mobility Zone. AT&T Remote Mobility Zone (ARMZ) provides the management of recoverable GSM voice and data service equipment (purchased separately) that can be dynamically deployed in a disaster area, for use where AT&T cellular coverage is not available, but in which AT&T is licensed to provide cellular service and works with optional satellite services. This solution may include components in addition to those proposed here. Please refer to current GSA Schedule GS-35F-0297K for additional ARMZ items and conditions.

For Femtocells and Microcells, CLIN 3206, AT&T offers an optional rate plan for use with AT&T 3G Microcell equipment (available Open Market) that enables unlimited voice use while connected to the Microcell.

3.6.3 Advanced Technologies/Other Services

The Contractor shall provide pricing for Advanced Technologies and Other Services as defined in Table 3-10.

AT&T Response:

AT&T offers CLINs 3400-3409 for machine to machine (M2M) and connected devices data plans. AT&T is proposing 1MB, 2MB, and 5MB plans. The overage rate is \$0.0048 per KB. AT&T will bill any overage per KB, not in MB. Please refer to current GSA Schedule GS-35F-0297K for many additional CCS / Telemetry plans, items and conditions.

3.7 Additional Discount For Other Agencies Based on Volume

The Contractor shall provide additional discount percentage pricing to all Ordering Entities within Federal Agencies based upon the total Federal Agencies' volume of either the Amount Billed (Table 3-11a) or Lines of Service (Table 3-11b). The total Federal Agencies' volume shall be



the sum of all purchases from the Contractor through this BPA from all Federal Agencies. The discount percentage shall be applied evenly to all Ordering Entities within Federal Agencies on a monthly basis. For the purposes of this discount, the Federal Agencies are as listed in OMB Circular No. A-11 (2012), Appendix C.

AT&T Response:

AT&T has populated Table 3-11a to offer the government additional discounts above 0%. Additional discounts will be applied to eligible monthly service access charges. In general, discount-eligible monthly service access charges are voice and data only. Discount will appear as a credit on a subsequent invoice. Discount percentage is based on achievement of the tier (amount billed per month) and is not cumulative.

At this time, AT&T is not electing to provide discounts based upon lines of service, expressed in Table 3-11b.

3.8 SEDs Shipping Costs

For standard domestic delivery, there shall be no additional charges for shipping of SEDs. For both expedited domestic shipping and international shipping, the Contractor may charge actual shipping costs (does not include handling costs) on a pass-through basis.

AT&T Response:

AT&T will not charge the Federal Government for standard domestic shipping. Expedited domestic shipping and international shipping are available on a pass through basis.

3.9 Price Changes and Adding NSP Features

For all prices, including service plans and infrastructure/subsystems, the Contractor may—

- 1. Waive any charge at any time
- 2. Decrease pricing at any time without GSA CO approval
- 3. Add NSP features to any service plans and infrastructure/subsystems by the Contractor at any time with the submission of a modification
- 4. Propose new pricing plans or other changes to existing pricing plans with submission and approval of a modification of the Schedules contract followed by modification of the BPA.

AT&T Response:

We acknowledge what the contractor may do with waiving charges, price changes and adding NSP Features. AT&T will submit modifications to the GSA Schedule and BPA as required.



3.10 Review of Rates and Charges 3.10.1 Annual Review of Rates

At GSA's option, the parties shall meet ninety (90) days before the first and each subsequent anniversary of the BPA Award Date (except the last). Acting in good faith, the parties shall seek to determine whether (and, if so, what) changes to the rates and charges, based upon sales volumes under the BPA for the previous billing cycle, are appropriate in light of then-current service alternatives and pricing available from the Contractor and its principal competitors in the marketplace for wireless voice, data add-on, and data only services. The principal competitors in the marketplace for such services shall be limited to those carriers whose service offerings, both domestically and internationally, are technically comparable to the wireless voice, data add-on, and data only service offerings of the Contractor. Subject to its obligations to other customers, the Contractor shall provide GSA pricing and other information relevant to this determination.

AT&T Response:

AT&T complies. As a large carrier, AT&T has experience in conducting rate reviews with other large customers. Such reviews can be beneficial to both parties to keep contract pricing competitive. Commencing ninety days prior to the first and subsequent anniversary of the BPA Award Date AT&T will, at GSA's written request, meet in good faith to perform an Annual Rate Review. AT&T will review with GSA the status of the actual service usage under the BPA and the rates provided thereunder to determine if an adjustment to rates is appropriate in light of pricing provided by AT&T and its competitors to similarly situated customers for the same services. In performing the review, the parties will examine the Task Order Summary reports provided under the BPA, published price lists from AT&T and its competitors, and other information regarding AT&T pricing, subject to all legal and contractual obligations such as Customer Proprietary Network Information (CPNI) rules and non-disclosure requirements. If AT&T and GSA agree that changes in rates or charges would be advantageous to both parties, then AT&T will prepare a mutually agreeable proposal. By way of example and not limitation, such proposal may include changes in: rates, nonrecurring charges, discounts, the term and other provisions.

3.10.2 Implementation of Changes

If the parties determine that changes in the rates or charges are appropriate, the Contractor shall take such actions as are necessary to implement any such changes and shall make them effective prior to the anniversary of the Award Date.

AT&T Response:

AT&T complies. If the parties reach mutual agreement, the parties will sign any necessary contractual amendment to the BPA, to implement any mutually agreed upon changes. Pricing will be effective within 2 individual billing cycles and prior to the anniversary of the Award



Date. GSA approval of the resulting rate changes is required before the rates can be activated in the billing system.

3.11 Rate Optimization

On the six month anniversary of the BPA Award Date, and on each 6-month anniversary thereof through the final period of performance of all task orders, if any, the Contractor will begin the rate plan analysis described in this Section. Within thirty days after each six-month anniversary date, the Contractor shall provide rate plan analysis reports for wireless service expenditures of each agency listed in ADM 4800.2G, Appendix A (as amended) that is using this BPA. The report shall consider historical spending elements (such as access charges, feature charges, and domestic and (if feasible) international airtime charges and roaming charges, typically from the prior three months of usage) and illustrate projected monthly and annual cost savings.

Based upon the gathered data, the Contractor shall provide recommendations of its most cost-effective service plans available to each of the Ordering Entity's end users. Recommendations are based upon past usage and are not a guarantee of savings. After the Contractor provides such analysis to the Ordering Entity and upon approval from the Ordering Entity through a service change request, the Contractor shall change the service plans for the Ordering Entity's designated end users within 30 calendar days after the date of receipt of the service change request. New service plans are effective and the monthly access fees and applicable allowances will be prorated if implementation of the service change request occurs at any time other than the beginning or end of a billing cycle.

AT&T Response:

AT&T complies. Periodic review of customer rate plans to confirm that a customer is purchasing the plans that best match its usage patterns is a standard AT&T practice. Accordingly, AT&T account teams are experienced in reviewing customer usage and making recommendations tailored to each customer. Beginning on the six month anniversary of the BPA Award Date and on each six month anniversary thereafter, AT&T will conduct a rate plan analysis and within 30 days provide rate plan analysis reports for each customer listed in ADM 4800 2G, Appendix A that is using the BPA. The reports will consider historical usage to project future usage. Should the analysis show that the customer may be able to recognize savings by moving to different rate plans or ordering different features, AT&T will provide recommendations and show projected monthly savings. At the same time, AT&T will explain to the customer the process for initiating changes based on the rate plan analysis. If the Ordering Entity desires to make changes based on the recommendations and submits a written change request, AT&T will process the request and make the changes effective thirty calendar days after receipt of the change request and to have the bill prorated if not at the beginning of a cycle. Since usage patterns may vary over time, savings are not guaranteed. However, with analysis every six months, AT&T will work with the Ordering Entities to identify beneficial changes to the customer's rate plan selections and potential cost savings.



3.12 Program Funding Fees

All program funding fees shall be included in the prices submitted, including in the Volume Based Discounts. The Government's cost of awarding, administering and managing this blanket purchase agreement is funded through the addition of a program funding fee.

Remittance of the fees shall be made by the Contractor on a United States Government fiscal year, quarterly basis (e.g., October – December, January – March, April – June, July – September) and is due forty-five (45) calendar days after the completed reporting period. Fees not paid within thirty (30) days are considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the BPA, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, interest). Failure of the Contractor to pay the fees in a timely manner may result in termination of the BPA.

The GSA Program Funding Fee reimburses GSA for the costs of procuring and administering the BPA. The Contractor shall remit a GSA Program Funding Fee of 1.5 percent (.15) incorporated into its total unit price(s). This program funding fee shall be comprised of the GSA Industrial Funding Fee set at 0.75 percent (.0075), and an additional 0.75 percent (.0075) Administrative Service Fee for the BPA, which may be subject to revision(s) at any time. Upon revision, Contractor is required to adjust pricing up or down by the applicable percentage to reflect the new fee structure.

Remittance of the GSA Industrial Funding Fee portion (.0075) of the Program Funding Fee shall be done in accordance with the underlying GSA IT Schedule 70 contract. Remittance instructions for the Administrative Service Fee portion (.0075) of the Program Funding Fee will be provided to the Contractor within 30 days of BPA establishment by the CO. The Government reserves the unilateral right to change such instructions from time to time at no additional cost, following notification to the Contractor.

AT&T Response:

AT&T acknowledges program funding fees elements as stated.

3.13 GSA Schedule Price List – GSA IT Schedule 70

The Offeror shall include a copy of its company's current GSA schedule price list under GSA IT Schedule 70, SIN 132-53. The Offeror shall provide the proposed BPA prices compared to its GSA IT Schedule 70 prices. This is to determine the discount being offered from the schedule prices. At no time should the Offeror(s) price of the proposed solution(s) exceed the established prices from the Offeror(s) underlying GSA IT Schedule 70 contract.

AT&T Response:

AT&T's GSA IT Schedule 70 is included as **Attachment 1**.