

Nextel Worldwide Rental Program ☐☐☐ International Pricing [Addendum D]

The Nextel Worldwide Kit includes:

- i2000plus™ phone
- Two batteries
- Battery charger
- Self-addressed envelope
- Deposit required ²
- Credit Check is required

Cell Phone Rental Rates

- Daily Rental: \$9.95 per day
- Weekly Rental: \$49.95 per week³
- Monthly Rental: \$199.95 per month
- 20 free US minutes; \$.25 per minute overage on domestic use
- International calls range from \$1.29 to \$5.99 per minute; subject to change with minimum notice.

To rent a Nextel Worldwide cell phone, customers may contact 1-800-754-6905.
Nextel Worldwide Customer Care – 360-662-5205

Terms and Conditions ¹

¹ Reservations and signed rental agreement must be completed and returned by 2:00PM EST, Monday - Friday, for delivery on the next business day within the continental U.S. Holidays excluded. For Nextel customers, a personal telephone number swap may require additional time. 24-hour delivery not available in all areas. Some exceptions may apply.

² Up to \$349.00.

³ 7-day rental

B.19. Term of Contract:

The anticipated term of this contract is five years with a base period of two years and three, one-year option periods. The term of the contract will begin on the date of the award.

B.20. Type of Contract:

The contract type is an indefinite delivery/ indefinite quantity, fixed-price with provision for economic price adjustment.

B.21. Minimum Order Limitation:

This contract does not have a minimum order limitation. The contractor is obligated to accept all orders that do not exceed the maximum order limitation per individual order or contract period (see Maximum Order Limitation).

B.22. Maximum Order Limitation:

The maximum order limitation for all orders placed under this contract shall not exceed \$1 Billion (\$1,000,000,000).

B. 23. Guaranteed Minimum:

The minimum that the Government agrees to order during the period of this contract is \$25,000. If the Contractor receives total orders for less than \$25,000 during the term of the contract, the Government will pay the difference between the amount ordered and \$25,000.

The guaranteed minimum applies only if the contract expires or the Government initiates contract cancellation. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor

B. 24. Disclosure of Information:

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees.

Each officer or employee of the contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

B.25. Documentation:

Upon delivery of agency ordered equipment, the contractor shall provide to that agency one (1) copy of all operator manuals and all updates on the equipment or services.

B.26. Technological Refreshment:

After contract award, the Government may pursuant to FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items, paragraph (c), Changes, request changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology.

During the course of this contract, the Contractor shall propose for the Government's consideration Technological Refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the basic contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a Live Test Demonstration of the substitute product may be required. The Government is under no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the Technological Refreshment proposal:

(a) The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.

(b) The proposed product(s) shall have capacity, performance, or functional characteristics equal to or greater than the current product(s).

(c) The proposal shall discuss the impact on training, maintenance, documentation, other software, other hardware, existing data files and databases, and delivery schedules. The cost of changes to hardware, software, and/or existing data files and databases not specifically addressed in the proposal shall be borne entirely by the Contractor.

(d) Contractor has the right to withdraw, in whole or in part, any Technological Refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a Technological Refreshment proposal is accepted and made a part of this Contract, an equitable adjustment increasing or decreasing the Contract price and any other affected provisions of this Contract shall be made in accordance with this clause, the Changes Clause, and other applicable clauses of the contract.

B.27. Availability of Equipment and Software:

All equipment and software, proposed in response to this solicitation shall be formally announced for marketing purposes.

- (a) All equipment and software shall be the latest in design and in current production, have previously been successfully installed and operated, and meet the following requirements prior to receipt of initial proposals:
 - (i) Be commercially available as an "off the shelf" item requiring no further development;
 - (ii) Be successfully tested or demonstrated in the commercial or Government marketplace meeting the intended usage as required in the solicitation document;

B.28. ECONOMIC PRICE ADJUSTMENT

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases, when submitted by Nextel and approved by GSA, will be effective no later than sixty (60) days after the first day of Contractor's next full billing cycle. All decreases to equipment and services will not be retroactive to existing customers, but only applicable to new sales.
- (b) Contractors may request price increases providing all of the following conditions are met:
 - 1. Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
 - 2. Increases are requested before the last 60 days of the contract period.
 - 3. At least 30 days elapse between requested increases.
- (c) The following material shall be submitted with the request for a price increase:
 - 1. A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
 - 2. Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/price- list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
 - 3. Documentation supporting the reasonableness of the price increases.

- (d) The Government reserves the right to exercise one of the following options:
1. Accept the Contractor's price increases as requested when all conditions of (b) and, (c) are satisfied;
 2. Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
 3. Leave the price unchanged when the increase requested is not supported.
- (e) The contract modification reflecting the price adjustment shall be made effective upon *signature* of the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

B.29. Service Contract Act:

This contract has been determined to be exempt from the requirements of the Service Contract Act.

B.30. Procuring Contracting Officer (PCO):

The GSA Procuring Contracting Officer (PCO) has overall responsibility for administration of the contracts. The right to issue contract modifications, exercise options, change terms and conditions of the basic contract and terminate the contract is reserved solely for the PCO or their designee.

For this contract, the POC is located at the following address:

James K. Brown
General Services Administration
FTS – Information Technology Acquisition Center (7TS)
819 Taylor Street, Room 11A30
Fort Worth, TX 76102
Phone: 817-978-8374
Fax: 817-978-0095

B.31. Contracting Officer's Authority:

The Contracting Officer (CO) is the only person authorized to make or approve any changes to this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. The Contracting Officer may further delegate the administration of this contract.

B.32. Contracting Officer's Technical Representative (COTR):

The Contracting Officer's Technical Representative under this contract is: Joey Phelps, GSA, FTS, Network Services, Customer Service Team (7T-4), 819 Taylor Street, Room 14A02, Fort Worth, Texas 76102. Telephone (817)-978-3767.

(a) The term Contracting Officer's Technical Representative (COTR) means the person representing the Government for the purpose of monitoring technical performance under this contract. The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor.

The types of actions within the purview of the COTR's authority are:

- (1) To monitor the Contractor's performance of the technical requirements of the contract;

- (2) To maintain written and oral communications with the Contractor concerning the aspects of the contract;
- (3) To notify the Contractor and Contracting Officer of any deficiencies observed in contract performance; and
- (4) To coordinate the availability of Government furnished property and provide for site entry of Contractor personnel if required.

Within 10 days after contract award, the contracting Officer, will issue a letter of designation, to the COTR, with a copy supplied to the contractor. The letter will explain the responsibilities and authority limitations of the COTR.

The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions.

(a) As used in this contract, the term "may" denotes the permissive.

(b) As used in this contract, the terms "shall" and "will" denote the imperative.

B.33 Contact for Contract Administration

The Contractor shall designate a person to serve as the contract administrator for the contract. The contract administrator is responsible for overall compliance with contract terms and conditions. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

Rita J. Fistere
Sr. Manager, Contracts Management and Compliance
Government Accounts Program
1505 Farm Credit Drive, Room 4061, McLean, VA 22102
Phone: (703) 762-7512
Fax: (703) 762-7590
rita.fistere@nextel.com

B.34. Payment by Government Commercial Purchase Card:

(a) Definitions.

"Government-wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

(d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty. Payments made using the Government wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

B.35. Blanket Purchase Agreements

Prepare BPAs on the forms specified in 13.307. Do not cite accounting and appropriation data (see 13.303-5(e)(4)).

(a) The following terms and conditions are mandatory:

- (1) Description of agreement. A statement that the supplier shall furnish supplies or services, described in general terms, if and when requested by the contracting officer (or the authorized representative of the contracting officer) during a specified period and within a stipulated aggregate amount, if any.
- (2) Extent of obligation. A statement that the Government is obligated only to the extent of authorized purchases actually made under the BPA.
- (3) Purchase limitation. A statement that specifies the dollar limitation for each individual purchase under the BPA (see 13.303- 5(b)).
- (4) Individuals authorized to purchase under the BPA. A statement that a list of individuals authorized to purchase under the BPA, identified either by title of position or by name of individual, organizational component, and the dollar limitation per purchase for each position title or individual shall be furnished to the supplier by the contracting officer.
- (5) Delivery tickets. A requirement that all shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:
 - (ii) Name of supplier.
 - (iii) BPA number.
 - (iv) Date of purchase.
 - (v) Purchase number.
 - (vi) Itemized list of supplies or services furnished.
 - (vii) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
 - (viii) Date of delivery or shipment.
- (6) Invoices. One of the following statements shall be included (except that the statement in paragraph a)(6)(iii) of this subsection should not be used if the accumulation of the individual invoices by the Government materially increases the administrative costs of this purchase method):
 - (i) A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.

- (ii) An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets need not support these invoices.
- (iii) When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated, provided that –
 - (A) A consolidated payment will be made for each specified period; and
 - (B) The period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later.
- (iv) An invoice for subscriptions or other charges for newspapers, magazines, or other periodicals shall show the starting and ending dates and shall state either that ordered subscriptions have been placed in effect or will be placed in effect upon receipt of payment.

C.1. 52.212-4 -- Contract Terms and Conditions -- Commercial Items. (Feb 2002)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith,

shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices.
- (2) An invoice must include --
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (3) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.