

**ARMY AND AIR FORCE EXCHANGE SERVICE  
NEGOTIATED CONTRACT**

ISSUED BY HQ AAFES (The Exchange) (PL-Z/Williams) 3911 S. Walton Walker Blvd, Dallas, Texas 75236-1598	CONTRACT NO. ATTI-07-031-012-010	CONTRACT CONTROL NO. (If applicable) NA
	AMOUNT <input type="checkbox"/> Actual \$ 120,400,000.00 <input checked="" type="checkbox"/> Estimated	TYPE OF ITEM/SERVICE Wireless Internet, IPTV, VOIP, Mass Notification

- TELEPHONE NO.**
- Contractor agrees to provide the items/services at the prices set out and in accordance with the terms of this contract.
  - A copy of this contract, consisting of the provisions identified in the Contents paragraph of the attached Schedule, signed by the contracting officer and approved when required in accordance with applicable Exchange regulations, mailed or otherwise furnished to the contractor will constitute award of the binding contract.
  - In the event of an inconsistency between the provisions of this contract, as identified in the Contents paragraph of the attached Schedule, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) General Provisions; (c) other provisions of the contract, whether incorporated by reference or otherwise; (d) the Specifications; and (e) the Drawings.

**CONTRACTOR**

**CONTRACTOR REPRESENTS:** (Check appropriate boxes)


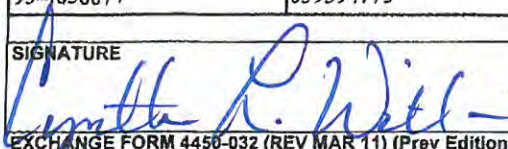
- That it  is  is not a manufacturer or producer of; is is not a regular dealer in; the items provided (Commodity contracts only).  
**OR**
  - That it  is  is not principally engaged in furnishing of services of the type called for herein (Service contracts only).
- That it operates as an  Individual  Partnership  Corporation, incorporated in the State (Country if outside US) of \_\_\_\_\_.
  - That it  is  is not a small business.
  - That it  is  is not a minority business enterprise (see definition below).\*
  - That it  is  is not a women-owned business (see definition below)

\*Check a block for all contracts to be performed in the United States, its possessions and Puerto Rico.

The term "minority business" means a business concern (1) which is at least 51 per cent owned by minority group members; or in the case of any publicly owned business, at least 51 per cent of the stock of which is owned by one or more minority group members, and (2) whose management and daily business operations are controlled by one or more such minority group members. For purpose of this definition, minority group members include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, and Native Americans (such as American Indians, Eskimos, Aleuts and native Hawaiians).

The term "women-owned business" means a business that is at least 51 per cent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

- That an owner or officer of the firm or the firm or a related firm  has  has not been convicted of a felony related to a business transaction.
- That an owner or officer of the firm or the firm or a related firm  has  has not been suspended or debarred.
- That the person signing this contract is an individual having the authority to obligate the firm contractually.
- That the information provided is full, accurate and complete. For breach of this warranty, the Exchange may terminate this contract and all other Exchange contracts for default.

FULL NAME AND BUSINESS ADDRESS OF CONTRACTOR (Street, City & Zip Code or Country) Boingo Wireless, Inc. 10960 Wilshire Blvd, Suite 800 Los Angeles, CA 90024	TELEPHONE NUMBER: 310-586-5180	FAX NUMBER:
	E-MAIL:	
	SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACT 	DATE 10/17/13
TIN NO. 95-4856877	DUNS NO. 039394775	TYPED OR PRINTED NAME AND TITLE Peter Hovenier, CFO
<b>CONTRACTING OFFICER</b>		
SIGNATURE 	TYPED NAME CYNTHIA L. WILLIAMS Contracting Officer, Army & Air Force Exchange Service	DATE OF AWARD 18 Oct 13

EXCHANGE FORM 4456-032 (REV MAR 11) (Prev Edition Usable)

## SCHEDULE

1. **Purpose:** This is a negotiated contract for providing Pre-Paid **Wi-Fi, IPTV, VOIP/VOD concession services and Mass Notification System** throughout the installation supporting continuous coverage of “for-fee” services to installations worldwide. Service shall not be limited to on-installation coverage, but may include areas off-installation where contractor has hotspots (i.e., Wi-Fi hotspots in restaurants, airports, hotels, etc.). Locations on an Installation may include: Barracks “in-room”, family housing, “for-fee” Category B locations; and Category C locations. Coverage for family housing will be upon mutual agreement, and will depend on availability of pre-existing outside and inside plant infrastructure to reach those facilities.

As part of the scope of implementing a turnkey, integrated wireless design and solution, the vendor shall provide Distributed Antenna System services (DAS) as requested by installations, and mutually agreed on between the Installation, cellular carriers, and Boingo. A DAS system solves cellular connectivity capacity and coverage issues in large venues such as sports stadiums allowing all cellular users within a venue to have access to quality cellular connectivity with limited interference.

2. **Possible Future Expansion:** Contract may be expanded to incorporate emerging telecommunications technologies or other services to the contract as they become available. There are military bases where the Exchange may be asked to provide services that are not listed in Exhibit E but included within scope of this contract (i.e. Worldwide). Other service locations/buildings shall be added by mutual agreement only upon the request and approval of the Exchange.

3. **Contract Commencement/Contract Period:**

- a. The Initial Contract Period shall commence on the award date shown in the Exchange Form 4450-002 “Date of Award block”. The initial contract period will be for seven (7) years unless sooner terminated according to contract provisions.
- b. The Exchange may unilaterally extend the ordering term of this contract for three (3) additional one (1) year ordering periods. The Exchange will consider contractor’s performance record, market conditions, and technological advances in deciding to extend the ordering period. Written notice of the Exchange’ intent to extend the contract term into the next option period will be sent 120 calendar days before contract expiration. A unilateral contract amendment will be issued by the contracting officer to extend the contract into the next option ordering period. No representation that this contract will be extended beyond its original or subsequent period is binding on the Exchange unless in writing signed by the contracting officer.
- c. The total duration of the contract including the exercise of any options under this clause, shall not exceed ten (10) years.

4. **Content of Contract:**

This contract consists of Exchange Form 4450-032, Negotiated Contract, page 1 through 1, and the following listed Schedule and Exhibits.

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Schedule	pages 1 through 5
Exhibit A, General Provisions	pages 1 through 10
Exhibit B, Labor Provisions	pages 1 through 1
Exhibit C, Special Provisions	pages 1 through 13
Exhibit D, Price Schedule	pages 1 through 1
Exhibit D, Attachment 1, Prices	pages 1 through 3
Exhibit E, Fee Schedule	pages 1 through 2
Exhibit E, Attachment 1 – Service Locations/Map	pages 1 through 4
Exhibit E, Attachment 2 – Sample Settlement Report	pages 1 through 2
Exhibit E, Attachment 3 – Sample Weekly Subscriber Report	pages 1 through 4
Exhibit F, Insurance	pages 1 through 1
Exhibit G, Glossary	pages 1 through 4
Exhibit H, Statement of Work	pages 1 through 23
Exhibit H, Attachment 1 - SLA Sample Reports	pages 1 through 9

5. **Specifications**: The minimum specifications applicable for services are in Exhibit H.
6. **Business Risk**: The contractor understands and agrees that all business risk remains with the contractor. Business risk includes, but is not limited to, contractor's investment in equipment and supplies, permit and license fees, employee wages, and lost sales and income resulting from all operational changes or contract termination. Military decisions about the necessary, location, and duration of any services may change over time and are not controlled by the Exchange.

It is expressly understood and agreed that neither the Exchange nor any other agency or instrumentality of the United States is or will be liable to concessionaire for costs of concessionaire's investing in equipment and infrastructure for this contract.

7. **NEC Pass-Through**

In accordance with the Department of Army, Headquarters, 7<sup>th</sup> Signal Command (Theater) Fort Gordon, GA, Local NETCOM will charge for Command, Control, Communications, Computers and Information Management (C4IM) Services performed for the Exchange and Exchange Contractors.

All actions requiring NETCOM involvement will require a Statement of Work from the Exchange Contractor (submitted by the Exchange to the Local NEC) for all PIS services.

The allocable charges from the NEC to the Exchange will be passed through by the Exchange to the Contractor when utilizing NEC infrastructure for PIS services. This will include all charges associated with the Contractor's requirement to build out the network in support of PIS as well as any activities requiring NEC involvement to assist in troubleshooting or repair. **The charges will apply only in the event that NEC services are required.**

8. **Infrastructure at Contract Expiration (including Termination)**: Upon contract expiration or termination Contractor Installed Infrastructure, Uninstalled Equipment, and Installed Equipment (as such terms are defined in Exhibit G, Glossary) remains the property of the contractor. The Contractor shall resell, lease, or remove Contractor owned infrastructure and

## SCHEDULE

improvements upon termination or expiration of the contract. Should the Contractor select to remove infrastructure, Contractor shall return the site to its original condition at no cost to the Exchange. Installed infrastructure that remains behind at the end of the contract cannot be used to provide "For Fee" service unless under contract with the Exchange.

### **9. Use Of Contract By Other Federal Entities:**

- a. Federal Statute and Department of Defense (DoD) Procurement Policy encourages DoD Non-appropriated Fund Instrumentalities (NAFIs) Contractor may enter into contracts or other agreements with other Federal Government entities, where it is advantageous to do so. It is solely within the discretion of each entity to decide whether or not to participate.
- b. This is a Non-appropriated Fund (NAF) Contract.
- c. The prices, costs, rates, commissions/fees, terms and conditions and any other contract provision are non-negotiable absent modification, change or amendment by an authorized contracting officer of the NAFI that issued this Contract.
- d. Any dispute and/or claim shall be submitted to the NAF contracting office that issued this Contract for any required adjudication. Any issue between an ordering entity (other than the NAFI that issued this Contract) and the Contractor, which cannot be resolved without formal action by the Contracting Officer (e.g., delivery/task order, modification, final decision letter, termination action, etc.) will be referred to the Contracting Officer of the NAFI that issued this Contract for action. Any issue that appears to require formal contract action, and/or that is a potential dispute or claim will be brought to the attention of the Contracting Officer of the NAFI that issued this Contract.
- e. The Contractor shall perform the Contract requirements in accordance with this Contract, regardless of which entity places an order against this Contract. The terms and conditions of this Contract shall apply to all performance under this Contract, without regard to ordering entity, delivery or performance site, location or facility.
- f. If the Contractor cannot fulfill a delivery/task order, regardless of reason, the Contractor shall immediately advise the ordering entity. Generally, such notice shall be provided within five (5) business days from the date and time the Contractor is aware that the order could not be fulfilled.
- g. The sites, locations, or facilities identified herein as being required in this Contract are not all inclusive of the number of sites, locations, or facilities that may be added in the future; however, this Contract does not create a right of first refusal and does not require, guarantee, or imply the addition of any sites, locations, or facilities to this Contract. Additional sites, locations, or facilities identified in a delivery/task order that are not listed in the Contract will be added to the Contract by Contract Modification by an authorized Contracting Officer of the NAFI that issued this Contract.

## SCHEDULE

- h. No additional quantities are guaranteed or implied as a result of this clause.
- i. Other Federal entities authorized to place delivery/task orders against this contract include:
- 1) Army and Air Force Exchange Service (Exchange)
  - 2) IMCOM G-9 Family and MWR Programs
  - 3) Air Force Non-appropriated Fund Purchasing Office (AFNAFPO)
  - 4) U. S. Marine Corps Personal and Family Readiness Division (MR) and Marine Corps Community Services (MCCS)
  - 5) Navy Exchange Command (NEXCOM) and Navy Exchange System (NES)
  - 6) Commander, Navy Installations Command (CNIC), Fleet and Family Readiness (F&FR)
  - 7) Coast Guard Exchange System (CGES)
  - 8) Other Federal activities not specifically named in this Contract
- j. More favorable prices, costs, rates, commissions, fees, terms and conditions than reflected in this Contract may be offered by the Contractor to the various ordering entities and/or negotiated by the ordering entities, based upon economic factors that support such mutually agreed to arrangements, provided that:
- 1) any such agreement is made in writing; and
  - 2) a complete copy of any such agreement is given to the Contracting Officer of the NAFI that issued the Contract, prior to performance.
- k. The NAFI that issued this Contract is not responsible or liable for payment related to delivery/task orders issued by another entity. The entity that issues a delivery task order is solely responsible for payment in accordance with applicable Federal laws. Each delivery/task order issued will include:
- 1) Contract number against which order is placed;
  - 2) Location where delivery/performance will take place and required delivery / performance date(s);
  - 3) Complete contact information for both the ordering entity and any other point of contact that the Contractor may need to complete the order;
  - 4) Invoicing and payment instructions and/or procedures for remitting commission / license fee payments to the ordering entity.
- l. On a quarterly basis (15 Feb, 15 May, 15 Aug, 15 Nov), unless a different reporting requirement is specified elsewhere in this Contract, the Contractor shall provide the Contracting Officer with a written report recapping all performance for all entities that have placed orders during the preceding quarter.

### **10. Alterations:**

- a. Exhibit A, General Provisions, Paragraph 8, Notice Termination, is deleted and the following is added:



**EXHIBIT A**  
**GENERAL PROVISIONS CONCESSIONS**  
Contract for Services – Telecommunications  
APR 2012

1. Legal Status (APR 12)
2. Authority to Bind (NOV 95)
3. Procurement Integrity (APR 12)
4. Oral Representations (JAN 94)
5. Modifications and Additions (MAY 04)
6. Subcontracting (JUN 94)
7. Assignment - Services (APR 12)
8. Termination (JUN 94)
9. Permits, Licenses and Applicable Laws (JAN 94)
10. Indemnify and Hold Harmless – Infringement (MAY 91)
11. Disputes (APR 12)
12. Non-Waiver of Defaults (SEP 91)
13. Advertisements (AUG 08)
14. Examination of Records (AUG 08)
15. Contractor Personnel and Representatives (AUG 08)
16. Environmental Protection (AUG 09)
17. Contractor Liability - Services (MAY 04).
18. Drug-Free Workplace (AUG 92).
19. Restrictions on Purchases of Foreign Goods (MAY 04).
20. Payment by Electronic Funds Transfer (OCT 98).
21. Privacy Act (APR 12). (Added item (h.) -Vendor Training requirement)
22. Choice of Law and Forum (OCT 11).
23. Payment Card Industry (PCI) Compliance (OCT 10)
24. Green Clause (AUG 09)
25. Personal Identity Verification of Contractor Personnel (May 11)
26. Combating Trafficking in Persons (AUG 09)
27. Performance (AUG 09)
28. Indemnify and Hold Harmless (FEB 12)
29. Army and Air Force Exchange Service Rights (Unlimited) (APR 12)

### **1. LEGAL STATUS (APR 12).**

The Army and Air Force Exchange Service (hereinafter and as known in commerce, the "Exchange"), including its activities, offices, and individual exchanges, is an integral part of the Departments of the Army and Air Force and an instrumentality of the United States Government. Exchange contracts are United States contracts; however, they do not obligate appropriated funds of the United States. Exchange procurement policy is established by applicable directives and instructions promulgated by the Department of Defense. The Federal Acquisition Regulation (FAR) does not apply to the Exchange.

### **2. AUTHORITY TO BIND (NOV 95).**

**a.** "Contracting Officer" means a person authorized by the Director/CEO, Army and Air Force Exchange Service to execute and administer contracts, purchase orders, or other agreements on behalf of the Exchange. Only contracting officers may waive or change contract terms; impose additional contract requirements; issue cure, show-cause and termination notices; issue claims against contractors, and issue final decisions on contractor claims.

**b.** The contracting officer may authorize other Exchange and government officials to perform actions of an administrative nature, such as conducting inspections and audits; placing orders against existing contracts; forwarding requests for contract changes to the contracting officer; collecting contract payments, and processing routine documents. These officials are not contracting officers, as defined in a. above.

**c.** The Exchange has no obligation to recognize or accept waivers or changes to this contract that result from the actions of officials other than the contracting officer. The contracting officer may deny claims based on such actions. Contractor's should refer questions concerning the authority of other Exchange or government officials to the contracting officer.

### **3. PROCUREMENT INTEGRITY (APR 12).**

**a.** By submission of an offer or performance of this contract, the offeror or contractor certifies with respect to this Exchange purchase action:

(1) that no discussion, offer or promise of future employment or business opportunity has nor will be made to Exchange civilian or military personnel who personally and substantially participated in the purchase action;

(2) that no offer, promise or gift of any gratuity, entertainment, money, or other thing of value has nor will be made to any Exchange civilian or military personnel or any other employee of the United States Government or member of their family or household;

(3) that no proprietary information of other offerors or other purchasing information (offeror list, prices offered, technical evaluations or rankings, etc.) is sought or obtained until it is available to the public under the Exchange procedures.

(4) that no person or selling agency has been employed or retained to secure this contract for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial selling agencies retained by the contractor for the purpose of securing business.

**b.** Contractor certifies that no gratuities (entertainment, gifts, money, kickbacks or other thing of value) were nor will be solicited or accepted by the contractor, or any contractor representative, from any subcontractor or subcontractor representative, for the purpose of obtaining or rewarding favorable treatment in connection with this contract or any subcontract under it.

**c.** Contractor will report in writing to the Director, Loss Prevention Directorate, any possible violation of this clause when there are reasonable grounds to believe a violation may have occurred. The contractor will cooperate fully with any federal agency investigation of a possible violation of this clause.

**d.** For breach of any of these certifications, the Exchange may terminate this contract for default, and/or deduct from amounts due under this or other contracts, or charge contractor for, the total value of any contingent fee, gratuity or kickback or other loss to the Exchange arising out of the breach.

### **4. ORAL REPRESENTATIONS (JAN 94).**

This contract represents the entire agreement of the parties. Any changes or amendments thereto may not be recognized by the Exchange unless committed to writing and incorporated by reference into the contract by the contracting officer.

### **5. MODIFICATIONS AND ADDITIONS (MAY 04).**

**a.** Except as otherwise specifically provided in this contract, all changes, modifications, additions or deletions to this

contract must be prepared in writing as formal amendments signed by both parties and approved in accordance with provisions of applicable regulations.

**b. UNILATERAL AMENDMENTS:** The contracting officer may make unilateral amendments to the contract to incorporate administrative changes, provided such changes are within the general scope of the contract and the changes have no cost impact on the contractor. The contracting officer may make unilateral amendments to the contract cost prices and/or other changes when such amendments incorporate contractor's written requests for revision.

#### **6. SUBCONTRACTING (MAY 11).**

**a.** Concessionaire shall not subcontract any part of the work to be performed without the prior written consent of the Contracting Officer. Any subcontractor used in connection with this contract is the agent of the contractor and not the agent of the Exchange.

**b.** Prior to contract execution, the successful Offeror will be required to furnish the corporate or company name and names of the officers and principles of all subcontractors. Notwithstanding any such consent by the Exchange, the successful Offeror shall itself be solely responsible for ensuring the subcontractor is responsible the performance of all work set forth in any contract resulting from the solicitation, and for compliance with the price and other terms provided in the contract. The successful Offeror shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

**c.** The Exchange's consent to any subcontract or subcontractor proposed by an Offeror shall not create or purport to create any obligation of the Exchange to any subcontractor, or any form of contractual relationship or relationship of privity between the Exchange and the subcontractor. Any Offeror who obtains such consent of the Exchange shall be required to insert a clause so providing in all subcontracts.

#### **7. ASSIGNMENT - SERVICES (APR 12).**

The Assignment of Claims Acts, 31 U.S.C. 3727 and 41 U.S.C. 15, are not applicable to amounts due under Exchange contracts. Contractor may not assign its rights or delegate its obligations under this contract, and the Exchange will neither consent to, nor recognize, any purported assignment. Contractor may request permission from the contracting officer to have contract payments forwarded to a third party. Contractor may request that the contract be novated.

#### **8. TERMINATION (JUN 94).**

Relative to termination of this contract, it is mutually agreed:

**a.** This contract may be terminated in whole or in part by either party immediately upon written notice to the other party in the event of breach of this contract by the other party.

**b.** This contract may be terminated in whole or in part by either party upon ninety (90) days notice in writing to the other party.

**c.** This contract is automatically terminated upon the dispatch of written notice to contractor in the event the exchange is inactivated or the installation at which the exchange is located is inactivated. If this contract covers services to be performed at various exchanges or installations and only one or more of the exchanges or installations are inactivated, then only that portion of the contract being performed at the inactivated exchange or installation is terminated.

#### **9. PERMITS, LICENSES AND APPLICABLE LAWS (JAN 94).**

By contracting with the Exchange, contractor warrants that all necessary permits and licenses have been obtained and it has complied with all applicable laws and regulations governing the manufacture, sale, packing, shipment and delivery of the products and services provided. Contractor certifies that it, its subcontractors and its suppliers, have complied with applicable labor laws, including but not limited to the Fair Labor Standards Act (FLSA). Contractor will notify subcontractor that the Exchange requires that goods will be made in compliance with the FLSA and will provide subcontractors with information regarding the requirements of FLSA. If requested by the contracting officer, vendor will promptly provide subcontractor names and manufacturing sites. Vendor will have an effective monitoring program for it, and its subcontractors and suppliers, and will display Wage and Hour Division posters in workers' language and other appropriate materials, provided by US Department of Labor (DOL) through the Exchange, at US work sites inviting workers to make inquiries about the Fair Labor Standards Act.

#### **10. INDEMNIFY AND HOLD HARMLESS - INFRINGEMENT (MAY 11)**

**a.** The contractor will indemnify, hold harmless the Exchange and all other agencies and instrumentalities of the

United States, their agents, representatives, employees and customers from any and all judgments promulgated by a court of competent jurisdiction, and all charges and expenses incident thereto which arise out of the alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to any product (to include hardware, software and firmware) or services provided by contractor. Contractor shall not be liable under this clause if the judgment is rendered pursuant to a settlement entered into on behalf of the Exchange by the United States Attorney or the Department of Justice, for reasons other than of any infringement of patent, copyright or trademark rights.

**b.** The Contractor shall have no obligation whatsoever for any claim, demand, suit, or action with respect to any modifications to Contractor's product by or on behalf of the Exchange or any claim, demand, suit or action arising out of the unauthorized combination, operation or use of the product by the Exchange.

**c.** In the event that an injunction or order is issued by a court of competent jurisdiction against the Exchange's use of any product provided by contractor under this contract, or if in contractor's opinion the product provided under this contract is likely to become the subject of a claim or infringement of a copyright, trade secret or other proprietary right of a third party, Contractor shall have one of the following options to: (1) at its expense procure, for the Exchange's benefit, the right to continue using the product; (2) replace or modify the product at its expense so that it becomes non-infringing, unless such modification or replacement would adversely affect the specifications for the product or its use by Exchange, or (3) terminate the license for the affected product by 30 days written notice to the Exchange through the contracting officer.

**d.** If contractor selects option c(3), the Exchange shall be entitled to a refund for any license fees which the Exchange has already Paid, prorated on a 12-month basis, beginning the day the product was first licensed to or accepted by the Exchange, and the Exchange shall have no further obligation to pay fees for the terminated portion of the contract.

**e.** Contractor's obligations under this clause are conditioned on the Exchange having provided written notice of any infringement claim to contractor, which notice in any event shall be given no later than the 30<sup>th</sup> business day after actual written notice of such claim has been received by the Exchange contracting officer. Contractor shall notify the contracting officer no later than the 30<sup>th</sup> business day after contractor receives written notice of any claim that could affect the Exchange's right to use the product.

**f.** Contractor expressly agrees and acknowledges that, because the Exchange is a nonappropriated fund instrumentality of the United States and is sovereign immune to the same extent as the federal government, the Exchange is: (1) not subject to suit in state court; (2) is without authority to grant contractor the right to defend an infringement claim brought against the Exchange, and (3) is defended by the United States Attorney for the district in which such claim is brought, or the Department of Justice if suit is brought in the United States Court of Federal Claims. The Exchange shall, to the extent permitted by the United States Attorney, the Department of Justice, and applicable federal laws and regulations, cooperate fully with Contractor in the defense of the claim and provide contractor reasonable access to the Exchange personnel and records.

**g.** This clause contains the Exchange's exclusive remedy and Contractor's entire liability for infringement. The rights and obligations of the parties shall survive the expiration or other termination of this contract with respect to acts or events occurring or alleged to have occurred prior to termination of this contract, and is expressly made for the benefit of, and shall be enforceable by any or all of the indemnified persons.

## **11. DISPUTES (APR 12).**

**a.** All disputes arising under or relating to this contract shall be resolved under this clause.

**b.** "Claim" as used in this clause means a written demand or written assertion by one of the contracting parties seeking the payment of money in a sum certain or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this paragraph.

**c.** A claim by the contractor shall be made in writing and submitted to the contracting officer for a written decision. A claim by the Exchange against the contractor shall be made by a written decision by the contracting officer.

**d.** For contractor claims exceeding \$100,000, the contractor shall submit with the claim, a signed certification that:

(1) The claim is made in good faith;

(2) Supporting data are accurate and complete to the best of the contractor's knowledge and belief, and

(3) The amount requested accurately reflects the contract adjustment for which the contractor believes the

Exchange is liable.

**e.** The claim must be executed by an individual with authority to bind the contractor.

f. The contracting officer will mail, or otherwise furnish, a written decision in response to a contractor claim within 60 days. If more time is necessary to investigate and process the claim, the Exchange will notify the contractor. For contractor claims that do not exceed \$100,000, no answer by the contracting officer within the designated timeframe is a denial of the claim. Such decision by the contracting officer shall be final and conclusive unless within 30 calendar days from the date of contractor's receipt of the final decision, the contractor appeals the decision to the Armed Services Board of Contract Appeals (ASBCA),

g. Pending final resolution on any request for relief, claim, appeal, or action arising under or relating to this contract, contractor will proceed diligently with the performance of this contract and will comply with the contracting officer's decision.

h. Submission of false claims to the Exchange is a violation of federal law and may result in civil and/or criminal penalties. If contractor cannot support all or part of its claim as a result of fraud or misrepresentation of fact, then in addition to other remedies or penalties provided for by law, contractor will pay the Exchange an amount equal to the unsupported part of the claim and all Exchange costs attributable to reviewing that part of the claim.

## **12. NON-WAIVER OF DEFAULTS (SEP 91).**

Any failure by the Exchange at any time, or from time to time, to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or the Exchange's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

## **13. ADVERTISEMENTS (AUG 08).**

Contractor will not represent in any manner, expressly or by implication, that products purchased under this contract are approved or endorsed by any element of the United States, including the Exchange. All contractor advertisements that refer to Exchange or military exchanges will contain a statement that the advertisement was neither paid for nor sponsored, in whole, or in part, by Exchange, the military exchange system, or the United States Government.

## **14. EXAMINATION OF RECORDS (AUG 08).**

a. This clause applies if the amount of the contract exceeds \$10,000 and the contract was entered into by means of negotiation. The contractor agrees that the contracting officer or his duly authorized representative will have the right to examine and audit the books and records of the contractor directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment under the contract. The contractor agrees to include this clause in all subcontracts that exceed \$10,000.

b. "General Accountability Office" may be substituted for "contracting officer or his duly authorized representative" when the prospective contractor does not accept the standard wording of the examination clause.

c. Contracts awarded to foreign contractors may exclude the examination clause when its use is precluded by the laws of the country involved, subject to the approval of the servicing Exchange General Counsel (Exchange HQ and Exchange Europe). Contract files will be in such circumstances be documented to show the basis for exclusion of the clause.

## **15. CONTRACTOR PERSONNEL AND REPRESENTATIVES (AUG 08).**

a. The contractor will discontinue using any individual in Exchange facilities upon contracting officer's written notice that the individual is not acceptable for performance under this contract. Contractor will not use any such person to perform other Exchange contracts without the prior written consent of the contracting officer.

b. The contractor will not employ any individual to work in Exchange facilities whom an Exchange contracting officer has determined unacceptable under any other Exchange contract without the prior written consent of the contracting officer.

c. Contractor personnel will abide by applicable regulations and directives and conduct themselves so as not to reflect discredit on the Exchange.

d. The contractor will not represent himself/herself to be an agent or representative of the Exchange, another instrumentality, or an agency of the United States.

## **16. ENVIRONMENTAL PROTECTION (AUG 09).**

a. This clause shall apply to any contract in excess of \$100,000, and indefinite quantity contracts estimated to exceed \$100,000 in one year; however, it shall not apply to use of facilities located outside the United States.

b. Unless this contract is exempt, by acceptance of this contract, contractor (and, where appropriate, subcontractor)

stipulates:

(1) that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the EPA List of Violating Facilities as of the date of contract award;

(2) its agreement to comply with all requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in sections 114 and 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder;

(3) that as a condition of award of contract, contractor shall promptly notify the contracting officer of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, or delegatee, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;

(4) its agreement to include the criteria and requirements in subparagraphs (1) through (4) in every nonexempt subcontract, and to take such actions the Government may direct as a means of enforcing such provisions.

#### **17. CONTRACTOR LIABILITY - SERVICES (MAY 04).**

In addition to the liabilities specifically provided for in other clauses, contractor will be liable as follows in the event contractor fails to fully and timely perform in accordance with all contract provisions:

a. Incidental damages, including expenses reasonably incurred in inspection, receipt, packing, rejection or screening of goods in lieu of rejection, care and custody of goods rightfully rejected, transportation, and any other reasonable expense incident to contractor's failure to fully and timely perform in accordance with all contract provisions.

b. Contractor will not be liable for consequential damages except in the case of illicit or disabling codes up to the total contract value.

c. Contractor will not be liable for incidental damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the contractor and any subcontractors and suppliers. Such causes may include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In such case, contractor must provide prompt written notice to the contracting officer; the contracting officer, may accept late, partial or substituted performance, or may terminate the contract in whole or in part effective immediately upon receipt of written notice by contractor.

#### **18. DRUG-FREE WORKPLACE (AUG 92).**

Contractor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor may wish to consider taking the following or other appropriate actions in establishing a drug-free workplace: publicizing a drug-free workplace policy, initiating an employee drug awareness program or encouraging participation in existing community/installation programs and informing employees of the general availability of drug counseling programs.

#### **19. RESTRICTIONS ON PURCHASES OF FOREIGN GOODS (MAY 04).**

a. Contractor will not acquire for use in the performance of this contract any merchandise, equipment, supplies or services originating from, processed in, or transported from or through, the countries prohibited from commerce by the United States Government. A current list of prohibited countries is available at <http://www.ustreas.gov/offices/enforcement/ofac/programs/index.shtml>

This restriction includes merchandise, equipment, supplies or services from any other country that is restricted by law, regulation or executive order at any time during performance of the contract.

b. Contractor agrees to insert the provisions of this clause, including this paragraph, in its subcontracts.

#### **20. PAYMENT BY ELECTRONIC FUNDS TRANSFER (OCT 98).**

The following will apply for all payments made by the Exchange to the contractor under the terms of this contract.

a. Method of payment.

(1) All payments by the Exchange under this contract shall be made by electronic funds transfer (EFT). The term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) If the Exchange is unable to release payment by EFT, the Contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Exchange to extend the payment due date until such time as the Exchange can make payment by EFT.

b. The Exchange shall make payment to the Contractor using the EFT information provided by the contractor. In the

event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Exchange, not less than thirty days prior to the effective date.

c. If the Contractor's EFT information in the Exchange database is incorrect the Exchange need not make payment to the Contractor under this contract until correct EFT information is entered into the Exchange database; and any invoice shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

d. If the Contractor has identified multiple payment receiving points in the Exchange database, and the Contractor has not notified the Exchange of the payment receiving point applicable to this contract, the Exchange shall make payment to the first payment receiving point listed in the Exchange database.

e. The payment or disbursing office shall forward to the Contractor available payment information. The Exchange shall send the payment information to the remittance address contained in the Exchange database.

## **21. PRIVACY ACT (APR 12).**

a. The contractor agrees to:

i. Comply with the Privacy Act of 1974 (the Act) and Department of Defense (DOD) rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals that accomplish an agency function.

ii. Include this clause in all subcontracts which require the redesign, development, or operation of a system of records.

b. In the event of violations of the Act, a civil action may be brought against the concession activity when the violation concerned the design, development, or operation of a system of records on individuals to accomplish an Exchange function. Criminal penalties also apply to the concession activity if it is accomplishing an Exchange function. For purposes of applying the criminal penalties section of the Act, the contractor is considered to be an employee of Exchange.

c. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

d. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including but not limited to education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

e. "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

f. The system or systems of records identified for this contract is/are: The system of records refers to information collected, compiled, and/or utilized to build a customer database.. Instrument used to collect information in written or electronic formats include, but are not limited to, application for services, verification of credit rating, customer inquiries or comments, data for invoicing current customers, change of address notifications, information used for marketing purposes, etc.

g. Subcontracting and outsourcing customer data outside the Continental United States is not allowed.

h. Before commencement of any service, contractor must ensure that all employees who would potentially touch (physically or digitally), ship, lock up, transfer, shred, etc. the entry forms take Privacy Act Training at: <http://iase.disa.mil/eta/piiv2/launchpage.htm>. Following successful completion, contractor must supply the Exchange with certificates of completion (provided by the online training) for all contractor's personnel that may come in contact with the entry forms. If contractor acquires new personnel during the life of the contract that may come in contact with the forms they must also complete the required training and contractor must supply the new certificate to the Exchange.

## **22. CHOICE OF LAW AND FORUM (OCT 11).**

This contract shall be construed and interpreted in accordance with the Federal laws of the United States of America.

## **23. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE (OCT 10).**

a. If payment cardholder data is processed via a contractor's processor or via an Exchange point of sale terminal or if card data is shared with contractors, subcontractors, merchants or service providers under the terms and conditions of this contract, the contractors, subcontractors, merchants and service providers must adhere to the most current version of the Payment Card Industry Data Security Standards (PCI DSS) requirements. These requirements are available at

<https://www.pcisecuritystandards.org>.

b. The contractor acknowledges that each contractor, subcontractor, merchant and service provider with access to payment cardholder data is responsible for the security of the cardholder data the provider possesses. The contractor will also include this clause in any subcontract that provides access to cardholder data.

c. The contractor will control any duplicate or store copies of payment card receipts in a locked cabinet or in a locked register or locked drawer. The contractor will use equipment that masks the card number on the customer's receipt per the PCI DSS. The contractor will develop and implement procedures for destruction of receipts based on PCI standards and applicable state law.

#### **24. GREEN CLAUSE (AUG 09).**

Exchange encourages contractors/vendors to embrace, establish and promote environmentally "Green Initiatives". We look to the contractor to accomplish this by :

- a. Where possible utilize environmentally friendly products
- b. Where possible promote energy-efficiency and water conservation
- c. Where possible eliminate/reduce the production or generation of hazardous waste and the need for special material processing (including special handling, storage, treatment and disposal)

#### **25. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (May 11).**

This clause is to provide guidance concerning compliance with Homeland Security Presidential Directive (HSPD) 12 and Policy for Common Identification Standard for Contractors and Subcontractors when contract performance requires routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system. As processes and procedures could change over time, go to <http://www.shopmyexchange.com> , click on, "Doing Business", click on "Authorization to Enter Military Installations" for the most up-to-date instructions. Questions should be directed to the Exchange HQ Chief of Staff, Force Protection (CS-FP) or your Contracting Officer.

a. After contract award and prior to performance on any Federal installation, the contractor shall comply with the local installation's personal identity verification procedures identified by that installation which implements HSPD-12 policy for a Common Identification Standard for Federal Employees and Contractors.

(1) If the contractor employee is to work at only one site, the Exchange's contractors must follow local installation guidelines and directives concerning identification, access, and security requirements. These guidelines may vary from one installation to another and it is the contractor's responsibility to seek guidance concerning these issues from the Exchange Service Business Manager or General Manager.

(2) If the contractor or their employees will access sensitive data or go to multiple DoD or access to multiple non-DoD facilities on a recurring basis for a period of 6 months or more (CONUS or OCONUS), they must obtain a Common Access Card (CAC) and will be required to submit a clearance package to CS-FP, no less than 30 days in advance of needed access. Authorization must be received from CS-FP before contractors can be issued a CAC card. CAC card will be issued after a thorough background check which includes the completion of a FBI fingerprint check with favorable results and submission of a National Agency Check with inquiries to the Office of Personnel Management (OPM) or a DoD determined equivalent investigation, you will then be directed to the nearest military installation where the card can be obtained.

b. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.

c. The contractor is responsible for securing and returning to the issuing office all identification cards issued under these procedures (1) for all employees at the end of the contract; and (2) for individual employees no longer employed or no longer assigned to perform the Exchange contract.

d. As a reminder, any costs associated with the clearance process are the responsibility of the contractor.

#### **26. COMBATING TRAFFICKING IN PERSONS (AUG 09).**

a. Definitions. As used in this clause—

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

(4) Withholding any documents (e.g. passports, visas, IDs, etc.) that prevents or restricts the person to move freely. “Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
  - (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

**b. Policy.** The United States Government and the Army and Air Force Exchange Service has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

**c. Contractor requirements.** The Contractor shall—

- (1) Notify its employees of—
  - (i) The United States Government's and the Army and Air Force Exchange Services' zero tolerance policy described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

**d. Notification.** The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

**e. Remedies.** In addition to other remedies available to the Army and Air Force Exchange Service, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract or fee payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Army and Air Force Exchange Service determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

**f. Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

**g. Mitigating Factor.** The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information

about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip> .

**27. PERFORMANCE (AUG 09).**

Contractor will perform in accordance with all contract provisions. The Exchange will make payments only for performance as promised including supplies delivered and accepted per product specification and free of defects, or services rendered that satisfy the contractual specifications and are accepted. Payments for milestones will be paid when the milestones have been achieved and accepted. Additional periods of performance (if any) will only be granted for performance at or above the contractual level. The contracting officer may exercise remedies in accordance with the provisions of this contract for poor performance, non-performance, or failure to meet the service level agreement established.

**28. INDEMNIFY AND HOLD HARMLESS (APR 12).**

a. Concessionaire will indemnify, hold harmless and defend the Exchange and all other agencies and Instrumentalities of the United States, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of any of the following:

1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by contractor;
2. Loss, damage, or injury alleged or established to have arisen out of or in connection with items or services provided by Concessionaire, unless such loss, damage, or injury was caused by or resulted solely from the acts or omissions of the Exchange, its agents, representatives, or employees;
3. Any loss, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Concessionaire.

b. The Exchange will give Concessionaire notice and an opportunity to defend.”

**29. ARMY AND AIR FORCE EXCHANGE SERVICE RIGHTS (UNLIMITED) (APR 12).**

Contractor shall have no rights to use Exchange furnished data or information supplied to Contractor by the Exchange for other than this Exchange contract; it will be deemed Exchange Confidential Information and shall remain the Exchange sole property. All reports, analysis, and recommendations provided by Contractor pursuant to this contract will be and remain the sole property of the Exchange and the United States Government and may not be used on any other work by Contractor without Contracting Officer approval (e.g. including consideration or additional costs to the Exchange) and with respect thereto, the contractor agrees not to assert any proprietary or confidential rights and not to establish any claim for intellectual property.

The contractor agrees that duly authorized representatives of the Exchange will have access at all reasonable times to inspect and review all notes or other data pertaining to the work to be performed under this contract.

**EXHIBIT B**  
**CONCESSION LABOR PROVISIONS**  
**Contract for Services (without SCA) – MAY 2012**

**1. EQUAL EMPLOYMENT OPPORTUNITY.**

The Contractor will be required to comply with applicable EEO laws.

**2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(Applicable to contracts for services performed in the United States, any U.S. territory, or the District of Columbia.) The following clause is applicable to concession, agency, and vending machine contracts where the total gross receipts from sales or services under the contract will exceed \$2,500 and to management and direct service contracts where total payments to the contractor will exceed \$2,500. This contract to the extent that it is of the character to which the Contract Work Hours and Safety Standards Act, 40 USC 327, applies, is subject to all applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR 5).

**a. Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives such compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such workweek.

**b. Violation; liability for unpaid wages; liquidated damages:** In the event of any violations of provisions of paragraph a., the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be completed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph a. in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph a.

**c. Withholding for unpaid wages and liquidated damages:** The contracting officer may withhold from the contractor from any monies payable on account of work performed by the contractor or subcontractor such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph b.

**d. Subcontracts:** The contractor shall insert paragraphs a. through d. of this clause in all subcontracts and shall require their inclusion in all subcontracts of any tier.

**e. Records:** The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

**3. CONVICT LABOR (MAY 1989).**

In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082(c)(2)) and Executive Order 11755, December 29, 1973, as amended by Executive Order 12608, September 9, 1987.

**EXHIBIT C**  
**SPECIAL PROVISIONS**  
**Telecommunications Concession Contracts**  
**(JANUARY 2013)**

1. Activity (MAR 90)
2. Facilities/Maintenance/Operating Hours (APR 05)
3. Equipment, Furniture, and Movable Trade Fixtures (MARCH 11)
4. Tools and Supplies (DEC 88)
5. Prohibited Activities (FEB 89)
6. License for the Exchange Trademarks (JAN 05)
7. Authorized Customers (DEC 88)
8. Customer Complaints and Claims (DEC 88)
9. Signs, Identity and Décor Standards (JAN 05)
10. Utilities (APR 05)
11. Internal Controls (JAN 13)
12. Concessionaire Settlement Report (JAN 13)
13. Prices (MAY 99)
14. Taxes (FEB 89)
15. Concessionaire and Concessionaire Employees (Concession Personnel) (JAN 00)
16. Actions to be Taken Upon Termination (Including Expiration) (JAN 05)
17. Indebtedness (FEB 89)
18. Insurance (FEB 89)
19. Promotional Events (NOV 05)
20. Exchange Tabloid/Special Sales Coupons and Merchandise Gift Certificate Redemption (APR 05)
21. Refunds (DEC 88)
22. Customer Checks (MAY 05)
23. Safeguarding of Concessionaire Funds on Army and Air Force Installations (DEC 88)
24. Charge Card/Military Star Card Sales (NOV 05)
25. Inspections (MAR 00)
26. Smoking Policy (DEC 86)
27. Exchange/Vendor Partnership Marketing Program (JUL 94)
28. Organizational Sales (NOV 00)

**SPECIAL PROVISIONS**  
**Telecommunications Concession Contracts**

**1. ACTIVITY (MAR 90).**

a. The Exchange grants concessionaire a nonexclusive concession to operate the activity described in the Schedule. The assignment of space for concession is a revocable license, not a tenancy.

b. The Exchange makes no warranty or representation, express or implied, that merchandise or services sold in the concession are free of competition. During the contract period, other activities may sell the same or similar merchandise or services. Such activities are: the Exchange, other Exchange concessionaires, military affiliated activities, firms selling without authorization or others. The Exchange will not be liable for any income, sales, profit or other losses of concessionaires attributed to competition.

c. If premises furnished by or through the Exchange are destroyed either in whole or in substantial part, so as to significantly hinder or prevent normal operations by concessionaire, by acts of God (such as, but not limited to, fire, flood, hurricane, unusually severe weather conditions) or unusual occurrence (unless solely and directly caused by the Exchange negligence), the Exchange will not be responsible to concessionaire for repair/restoration of the premises, lost income, sales, or lost profits, damage to concessionaire property, employee salaries, or any consequential costs incurred, or be obligated to relocate concessionaire. Concessionaire should consider obtaining business insurance to cover risks to its property and concession activity.

d. During the contract period, the contracting officer may require the concession to relocate to better meet the Exchange needs or those of the installation, as determined by the contracting officer. Concessionaire will be given advance notice. The Exchange will not be liable for lost income, profit and/or salaries associated with relocating.

**2. FACILITIES/MAINTENANCE/OPERATING HOURS (APR 05).**

a. Concessionaire investment for buildings and installed property or fixtures will not be required, unless otherwise specified in this contract. The Exchange will maintain Exchange furnished premises including ordinary running repairs and interior decorating. Concessionaire will be liable for damage to the premises resulting from acts or omissions of concessionaire, concessionaire's employees, or agents. The Exchange may inspect the premises at any time.

b. Concessionaire will keep the premises clean, orderly, secure, and sanitary. Concessionaire will comply with the installation/exchange fire, safety and security regulations and applicable health and sanitation and environmental protection regulations.

c. Concessionaire will do custodial maintenance on the exterior of the facility and grounds if a building is assigned for concessionaire's use. If the facility is shared with other concessionaires, exterior custodial maintenance will be assigned by exchange management. If the concession is located in an exchange complex and predominant tenancy is by the Exchange direct-operated activities, the Exchange will perform exterior custodial maintenance, except those tasks described in "d" below. The equipment and labor to perform exterior custodial maintenance assigned to the concessionaire will be at concessionaire's expense. Assigned exterior maintenance may include:

(1) Pick up all refuse daily within the assigned exterior areas.

(2) During the season, cut and trim the grass weekly within the assigned exterior areas.

(3) During the season, clear the snow, ice, slush and mud deposits from the sidewalks and walkways within the assigned exterior areas.

d. Concessionaire will, as needed, but at least daily, clean the entrance door, exterior of storefront windows, entranceway and customer walkways; empty and thoroughly clean all waste and smoking receptacles; and check exterior lighting. Exterior lighting failures will be promptly reported to the Exchange. In automotive activities, the service bay floors, equipment, and work benches will be cleaned daily.

e. Posted operating hours are those that will be displayed at the facility. However, each facility will be open for business at least 5 minutes before posted opening, and will remain open at least 5 minutes past posted closing, as in the following example:

POSTED Hours of Operation 1000 – 1800

ACTUAL Hours of Operation 0955 - 1805

The term open for business means ready to serve the customer. Activities such as preparing cash registers and sales forms will be accomplished prior to actual opening. Facilities will be open for business at all times during scheduled operating hours. Hours of operation will generally conform to those of nearby exchange activities, and may be changed by written mutual agreement between the concessionaire and the general manager. If concessionaire and general manager cannot agree on changes to the hours of operation, the issue will be submitted to the contracting officer for resolution. Hours of operation for facilities not located near exchange activities are fixed and may only be changed by written amendment to the contract. If the nearby exchange is open on a holiday, the concession must also be open during the same hours. If the nearby exchange is closed on a holiday, the concession may also choose to remain closed.

### **3. EQUIPMENT, FURNITURE, AND MOVABLE TRADE FIXTURES (MARCH 11).**

**a. Exchange Furnished:** The item list, agreed value, and condition of equipment, furniture and trade fixtures furnished by the Exchange are stated in this contract. Concessionaire will sign a custody receipt for the items furnished. Repairs of and replacement parts for the Exchange furnished equipment, furniture, and fixtures will be provided by the Exchange, or at the Exchange's option, by concessionaire at the Exchange's cost. Concessionaire will perform routine preventive maintenance and keep the equipment, furniture, and fixtures clean, sanitary, and secure. Broken or malfunctioning equipment must be reported, in writing, to the Exchange General Manager or Services Business Manager immediately upon discovery. The Exchange will not be liable for concessionaire losses caused by malfunction of equipment. Exchange property will not be removed from the premises without the prior written approval of the contracting officer. Exchange property will only be used for this contract. The Exchange may inspect Exchange furnished equipment, furniture, and fixtures at any time.

**b. Concessionaire Furnished:** Concessionaire will provide and install all the equipment, furniture and movable trade fixtures required by this contract. All concessionaire furnished property is subject to approval of the contracting officer. All electrical equipment will carry the Underwriters' Laboratories (UL) Seal of Approval. At the request of the contracting officer, and prior to the commencement date of services under this contract, concessionaire will give the contracting officer a typed list of all equipment, furniture and movable trade fixtures to be used for this contract. Each item will be identified by manufacturer, model name/number, serial number or concessionaire's fixed asset number, as appropriate. Concessionaire will not sell or remove any equipment, furniture or fixtures from the concession premises without the prior written approval of the contracting officer. Concessionaire will maintain and repair or replace, as necessary, all concessionaire furnished equipment, furniture and fixtures. Title to concessionaire furnished equipment, furniture and fixture remains with the concessionaire. If Concessionaire uses leased equipment in the performance of the contract, concessionaire must notify the contracting officer of the name and address of the lessor. Concessionaire investment in equipment, furniture and fixtures for this contract is a business risk of the concessionaire. It is expressly understood and agreed that neither the Exchange nor any other agency or instrumentality of the United States is or will be liable to concessionaire for costs of concessionaire's investing in equipment, furniture or movable trade fixtures in the event of termination or expiration of this contract without extension.

### **4. TOOLS AND SUPPLIES (DEC 88).**

Concessionaire will furnish tools of the trade and supplies required for this contract.

### **5. PROHIBITED ACTIVITIES (FEB 89).**

**a.** Concessionaire will not, in or about the premises of the military installation, engage in or permit gambling or the use of any device which savors gambling (such as punch cards or slot machines), engage in loan operations, or sell merchandise or services on credit unless otherwise provided for in the contract. Contractor is responsible for all deferred charges. Concessionaire will take no actions counter to the purpose of the contract or which have the effect of diverting sales from the concession activity to concessionaire's commercial business activities. Facilities will not be used for performance or support of other Exchange contracts or commercial business activities.

**b.** Concessionaire will not provide free merchandise or services except in conjunction with promotional programs approved by the contracting officer.

### **6. LICENSE FOR EXCHANGE TRADEMARKS (JAN 05).**

**a.** Should the concessionaire be granted permission to use an Exchange trademark, concessionaire agrees that it becomes a temporary licensee of such mark and warrants that it shall use the licensed mark only for the purposes of and

pursuant to this Agreement. Concessionaire agrees that it has no claim, option, or other right whatsoever, direct or implied, to any like license for any geographic area or location other than the licensed location(s) in this Agreement.

b. Upon cancellation, termination or expiration of this Agreement, concessionaire shall immediately discontinue all use of the licensed mark and will be deemed to have automatically and irrevocably assigned any rights, equities, good will, titles or other rights in the mark which concessionaire may have obtained or had vested in pursuance of any endeavors under this Agreement. Any such assignment shall be without other consideration than the mutual covenants of this Agreement.

#### **7. AUTHORIZED CUSTOMERS (DEC 88).**

Concessionaire will sell service or merchandise only to personnel authorized to use the Exchange facilities. Concessionaire will comply with the Exchange patron identification procedures.

#### **8. CUSTOMER COMPLAINTS AND CLAIMS (DEC 88).**

Concessionaire will adhere to the Exchange's policy of customer satisfaction guaranteed. All customer complaints and claims will be resolved at concessionaire's expense. Any disagreement that cannot be resolved between concessionaire and the customer will be decided by the contracting officer, whose decision will be final and not subject to the Disputes clause. If concessionaire fails to process complaints and claims timely, the Exchange may, in addition to other rights and remedies available under this contract, settle customer complaints and claims and charge them to concessionaire's account. Customer complaints or claims based on merchandise or services sold by a predecessor concessionaire will be referred to the contracting officer.

#### **9. SIGNS, IDENTITY AND DÉCOR STANDARDS (JAN 05).**

Concessionaire will post only those signs and décor items approved by the contracting officer.

a. The concessionaire will post all signs and décor items furnished by the Exchange, including, but not limited to, those that provide customer information and those that set identity and décor standards.

b. In the event the concessionaire owns and operates an existing business under a commercially recognized brand, they may use the recognized brand image, signing and store décor.

#### **10. UTILITIES (APR 05).**

a. The Exchange will pay for all utilities, to include heat, power, water, sewage service, and trash removal unless otherwise provided in the contract. The Exchange will not be liable for losses caused by interruptions of utility service.

b. Concessionaire will pay for connecting and disconnecting utilities to concessionaire furnished equipment.

c. Concessionaire will pay all costs for telephone service used in performance of this contract. The concessionaire will publish the phone number in all listings by identifying the type of business or the Exchange Corporate Identity, as applicable, followed by the installation name (i.e., Barber Shop, Hill AFB, or Stripes the Alterations Place, Hill AFB).

d. Concessionaire and concessionaire employees will comply with the Exchange energy conservation programs. Concessionaire furnished equipment requiring utilities hookup will comply with the Exchange energy conservation policy. Concessionaire furnished equipment determined by the contracting officer to be energy inefficient will be replaced with acceptable equipment at concessionaire's expense.

#### **11. INTERNAL CONTROLS (JAN 13).**

Concessionaire will keep a complete and accurate accounting of all transactions including, but not limited to, facility sales, route sales, organization sales, etc.

a. Cash Registers. The concessionaire will provide and maintain cash registers, either Electronic Cash Registers (ECR) or an Electronic POS System as required in the exhibit titled Concessionaire Furnished Equipment and as described below. Cash register procedures follow:

(1) Concessionaire will obtain the written approval of the Exchange Representative on Exchange Form 6550-27, Contractor's Cash Register Record, before a cash register is placed into or removed from service. The approval will document the information listed on Exchange Form 6550-27 and be signed by the exchange representative and the concessionaire. The concessionaire will immediately notify the Exchange Representative if a cash register becomes inoperative. Sales will be recorded on Exchange Form 6550-9, Customer Daily Sales Register, until the inoperative register is repaired or replaced. An Exchange Form 6550-27 must be completed when the inoperative register is removed

from service and again before it is returned to service or replaced.

(2) All sales (cash, charge card or deposit) will be recorded on the cash register when the transaction is made. Service and merchandise sales will be recorded separately on the designated keys of the cash register. The customer will be given a cash register receipt for the sale.

(3) Refunds, overrings, void transactions and readings before and after test rings made for other than recording sales (e.g., repair) will be documented using the Concessionaire Cash Register Adjustment Voucher, Exchange Form 6550-24. If the contract requires a cash register with a sales form validation feature, the concessionaire will validate the adjustment vouchers. Attach one copy of completed vouchers, signed by the customer or repairman and concessionaire or concessionaire's designee, to the Z reading receipt tape submitted with the Concessionaire's Settlement Report, Exchange Form 6550-10. All other deductions from sales must be supported as required by the contracting officer.

(4) The concessionaire will X read cash registers daily at close of business. At the monthly cut-off, concessionaire will Z read the register and remove the register tape. Write the activity/branch number on the tape, Z read, then X read the register again to put the opening readings on the next month's tape. Submit Z reading receipt tapes for each settlement period with the Concessionaire Settlement Report, Exchange Form 6550-10, to the supporting exchange accounting office. Cash register journal tapes will be retained by the concessionaire for six (6) months.

(5) Only cash, checks, and other cash instruments received from sales, and established change and petty cash funds will be placed in cash registers. All cash register disbursements such as customer refunds or petty cash purchases must be supported by an appropriate refund or petty cash voucher. Overrings must be reported on the Exchange form 6650-10, Concessionaire Settlement Report in accordance paragraph 14.a., below.

**b. Electronic Cash Register (ECR) -** The ECR will be a general purpose unit for use in a small business environment. General Specifications:

(1) Key functions: The following key functions are required:

(a) Department Keys: A sufficient number of department keys to accommodate the number of services and/or different fee percentages is required by this contract.

(b) Numeric Keys: Includes 0-9 keys that are used in entering quantity, price and other values as required. Decimal point will be automatic where required.

(c) No Sale Key: Other than the emergency release feature, the no sale key must be the only key that opens the cash drawer when the machine is outside of a transaction. No other keys may be used in conjunction with the no sale key. The no sales feature must produce a transactional counter printout on the X and Z readout tapes.

(d) Refund Key: Used to refund a completed transaction. Must have separate resettable totalizer which will not subtract nor add to the non-resettable grand totalizer.

(e) Tax Key: A tax key programmable for various tax rates in accordance with the particular state law. Taxes must totalize on the X and Z readout tape. The register should provide for manual entry of tax amounts different than the programmed amount.

(f) Item Correct/Void Key: Used to void item operations within a transaction. Must have a separate resettable totalizer which will not subtract nor add to the non-resettable grand totalizer.

(g) Validation Key: A validation key and slip printer capability. Validation print will be on an item basis, not a transaction basis, printing only a single line of data on a single or multiple copy form.

(h) Exchange Coupons: Use for coupon redemption. Coupons must totalize on the X and Z readout tape.

(i) Cash: Used to document tender type. Cash must totalize on the X and Z readout tape.

(j) Checks: Used to document tender type. Checks must totalize on the X and Z readout tape.

(k) Charge: Used to document tender type. Charges must totalize on the X and Z readout tape.

(l) Exchange Gift Cards (Optional): Used to document gift card redemption and is an option key, however, total amount of gift cards redeemed must be reported on the Exchange Form 6650-10, Concessionaire Settlement Report in accordance with paragraph 14.a., below.

(m) Other Keys: Other keys may be used as determined by the concessionaire. Registers with received-on-account, paid out, or other features that subtract from the department total and non-resettable grand totalizer must have those features blocked for non-use. Charge: Used to document tender type.

(2) Physical: The ECR may be unified or modular in design with overall uniform dimensions not to exceed 21" deep x 20" wide x 18" high. The cabinet will be made of durable molded plastic type material or other heavy duty construction that is stain resistant and easy to clean with general purpose household cleaners. All hinges, locks, latches, mounting brackets and other cabinet hardware will be constructed of metal or other equally durable material that is rust resistant and designed for heavy daily use. The register will be designed to insure that miscellaneous items such as paper clips, metal staples, coins and etc. cannot accidentally enter or fall into the register.

(3) Cash Drawer: The cash drawer will be of heavy duty construction designed for constant daily use. It will have an emergency release mechanism preferably located under the drawer. The ECR must have a closed drawer feature to prevent register operation unless the drawer is closed and fully latched.

(4) Keyboard: The keyboard shall be the basic mode of information entry. It shall consist of 10-numeric value keys arranged in standard adding machine configuration, functional keys as required to perform all cash register functions and transaction keys to perform all required cash register transactions. An audible tone will sound when a key is depressed or an error is made.

(5) Displays: Operator and customer displays are required. Both will be large, easy to read panels having a minimum character height of 1/2 inch. It will display a minimum of 8 numeric values and required transaction indicators. The customer display must be viewable by customers at all times.

(6) Printer Tapes: Must print a Customer Receipt Tape and a Journal Tape.

(a) Customer Receipt Tape will print header, proper descriptors (including department number) next to amounts and the date. Receipt print shall be legible and self-explanatory and be identified with a cash register number and a transaction number.

(b) Journal Tape will contain the date, each transaction total, no sales, voids, refunds, overrings, coupons, tender type, X and Z readings and a non-resettable customer or transaction counter printed on it. It shall be legible and self-explanatory. Changing of receipt and journal tape will not require removal of any part of the print mechanism or electroplate.

(c) ECRs will have a Customer Receipt and Journal Tape (two station) alpha/numeric dot matrix printer units. Unified ECRs will have a "fixed" self-contained, 2-station printer unit with either a drum or alpha/numeric, dot matrix print element.

(d) The 2-station printer receipt and journal paper will be single-ply rolls having identical dimensions to allow one size roll to fit both printers. Paper will be either 38MM or 44MM wide. The receipt and journal will space and feed paper independent of the other.

(e) The journal tape will be automatically rolled and stored in a compartment

(7) Grand Totalizer: Must have a non-resettable grand totalizer, non-resettable Z reset counter and non-resettable transaction counter. It must produce an X and Z readout tape totaling each/all functions of the register. The non-resettable grand totalizer and Z reset counter need not print on the X tape. The Z readout, after initial printing, must clear all totals except the three non-resettable totalizers.

(8) Electronic Memory Unit: Will identify by letter abbreviation or numerical identification department numbers, total, change, amount tendered, X and Z operations and any other salient features of the ECR.

(9) Totals and Counters:

(a) The register shall have the capability to total all departments with each having a separate total that accumulates net sales, i.e., sales minus refunds and voids.

(b) Grand Totals: The grand total shall be the result of accumulating gross sales data unaffected by refund and void key entries, i.e., it shall not be decreased by refund and void key transactions. The grand total will be non-resettable, nine-digit capacity and will print on the receipt and journal when read (X read operation).

(c) Counters: All counters will be four-digit capacity and non-resettable providing a continuous count for customers or transactions.

(10) Power Requirements: The equipment will have a factory installed, internal power supply that is designed to operate using the commercially available power within the Exchange facility.

(11) Memory Protection: The register will be fully operational after power interruptions or outages without any loss of programming parameters or accumulated totals for a minimum of 125 hours. Register with operating memory on/off switch is not acceptable.

c. Electronic POS System. Offerors who have not previously obtained the Exchange approval of their Electronic POS System must send a request to the Exchange Representative with adequate information demonstrating the capabilities of

the system and its compatibility with paragraph 13, Internal Controls, of Exhibit C, Special Provisions. If the request is not approved, offerors must provide the Electronic Cash Register as identified in paragraph 13.b. above. When an Electronic POS System is approved in writing by the Exchange Representative, the requirements of 13.a.(3) and 13.a.(4) above are not waived. However, in lieu of Exchange Form 6650-24, Concessionaire Cash Register Adjustment Voucher, the concessionaire may use a printed POS form completed in accordance with paragraph 13.a.(3). The requirements of paragraph 13.a.(4) are waived only if the POS system has an electronic journal tape. All other requirements of this Special Provision still apply. Concessionaire must supply all documents described in their approved system procedures with each settlement report. Modifications of the approved procedures and reports will require written approval of the Contracting Officer prior to implementation.

**d. Forms.** The following procedures apply if customer property is accepted for servicing, a deposit is collected, an item is rented, an item is sold on layaway, an item is purchased to be delivered, or an item is ordered for customers.

(1) Concessionaire will provide prenumbered claim tickets, work orders, sales forms, or order forms as appropriate, acceptable to the contracting officer. Forms will list concessionaire's name, followed by the phrase "Exchange Service Concessionaire." Where the contract specifies that the concessionaire will perform under an Exchange Corporate Identity, the phrase "Exchange Service Concessionaire" will be replaced with the name and logo of the Exchange Corporate Identity. A separate number series will be used for each outlet and forms will be numbered to preclude repetition of numbers during the contract. Concessionaire will submit a list of forms assigned for use by each outlet or route to the supporting exchange office. Distribution of copies will be prescribed by the contracting officer.

(2) Concession activities accepting customer property for servicing or processing will use claim tickets providing spaces for the following information as applicable: (a) date of order, (b) customer's name, rank, organization or address, and telephone number, (c) description of customer property, (d) list of each service performed, (e) charge(s) for each service, (f) sales tax if applicable, and (g) the following: "If the property identified on this order is not picked up within 90 days after the item is ready, the customer donates and transfers all right, title, and interest in the property to the Army and Air Force Exchange Service." (In case of privately-owned vehicles left for servicing, the customer will be required to sign adjacent to the clause on the concessionaire copy of the order.)

(3) Forms will be used in numerical sequence. Voided forms will be annotated with the number of the form used to replace it and processed as a completed transaction. Customer identification and a full description of each product sold, or service performed, will be listed on the form and the charge for each item listed separately. Parts and/or products will not be included with service as a single charge. If the contract requires a cash register with a sales form validation feature, the concessionaire will validate each form for every sales transaction.

(4) The customer will be furnished a copy of completed form. If a customer calls for property without a claim ticket, require identification, obtain the customer's signature on the control copy, countersign, and indicate the date of pickup.

(5) Route sales will be shown separately on the settlement report.

(6) If a customer picks up a portion of the items listed on a claim ticket, the unclaimed items will be listed on a new claim ticket, and the customer furnished a copy.

(7) Completed forms will be retained in the originating activity for 90 days (1 year for automotive activities) after the applicable settlement report date. After this period, concessionaire will remove forms from the concession activity and maintain at concessionaire's records storage area for three (3) years after final payment under the contract.

**e. Customer Daily Sales Register.** If a cash register is not required, concessionaire must use Exchange Form 6550-9, Customer Daily Sales Register. The register will be prepared in duplicate, showing the applicable sales data and signed by the customer. Each sale will be recorded on the sales register at the time payment is made. Customers will be given a receipt showing the name of the concessionaire, item purchased, purchase price, and date of sale. Customer refunds will also be recorded on the sales register. Refund amount will be enclosed in brackets and deducted from register totals. Each refund entry must contain the customer's name, address, telephone number, and signature. Attach a copy of all completed register pages to the settlement report.

## **12. CONCESSIONAIRE SETTLEMENT REPORT (JAN 13).**

**a.** Concessionaire will prepare Exchange Form 6550-10, Concessionaire Settlement Report, or other reporting format approved by the contracting officer, in duplicate, for each reporting period, listing each facility separately on the report. Copies of the Z reading receipt tapes (originals only), Concessionaire Cash Register Adjustment Vouchers, Exchange Form 6550-24, and Customer Daily Sales Register, Exchange Form 6550-9 (if authorized for use), for the reporting period

will be attached.

b. The reporting period will be by calendar month.

c. An original Concessionaire Settlement Report must be forwarded to arrive in the supporting exchange accounting office or Exchange Headquarters/FA and one copy of the original to the Exchange Representative no later than the 15th calendar day of the month following the reporting period.

### **13. PRICES (MAY 99)**

a. Articles stocked for sale will be individually price marked.

b. Concessionaire will only charge the prices established in the Price Schedule exhibit of this contract.

c. Where a state law imposes a sales tax on the sale of the item and/or service, the sales tax will be stated separately from the sales price, added to the price in the Price Schedule exhibit, and collected from the customer.

### **14. TAXES (FEB 89).**

a. Concessionaire is responsible for determining the applicability of and for payment of all federal, state, host country, and local taxes applicable to the property, income, and transactions of concessionaire. If required by applicable laws and regulations, concessionaire will collect and remit sales taxes to the state. Sales taxes which have been collected as required by Exhibit D, Price Schedule, will be excluded from the computation of gross receipts. The amount excluded will be listed on the Concessionaire Settlement Report. The amount of taxes excluded will not exceed the actual sum payable to the state. If required by state law or regulation, concessionaire will obtain and conspicuously display the state sales tax permit.

b. Concessionaire warrants that the contract prices or other consideration do not include any tax or duty from which concessionaire is exempt under the laws or agreements of the United States Government, state or host country where this contract is performed. If any such tax or duty has been included in the pricing or consideration through error or otherwise, the contract pricing or consideration will be correspondingly reduced or adjusted. If for any reason after the contract date, concessionaire is relieved, in whole or in part, from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and/or other consideration will be correspondingly reduced or adjusted.

c. If this contract covers an activity involving a Federal Occupational Tax, concessionaire agrees as a condition precedent to engaging in or operating such activity, to tender to the Exchange the amount of any Federal Occupational Tax applicable thereto if payment has not been accomplished by concessionaire, or to reimburse the Exchange the amount of any such tax the Exchange has paid as a result of the operation of such activity by concessionaire. As between the parties of this contract, notice or demand for payment from an office of the U.S. Internal Revenue Service will be conclusive that the Federal Occupational Tax is payable and in the amount so specified to be due.

### **15. CONCESSIONAIRE AND CONCESSIONAIRE EMPLOYEES (CONCESSION PERSONNEL) (Jan 00).**

a. Responsible management will be provided during all hours of operation at the concession activity. The manager or designated representative will be knowledgeable of contract terms and conditions and will have authority to conduct business as required by this contract. Authority will include, but will not be limited to, purchase of operating supplies, maintenance and repair of equipment, training of employees, maintaining prescribed hours of operation, supervision of concessionaire employees, and settlement of customer complaints and claims. The concessionaire will provide written notice to the contracting officer naming the person appointed manager or representative.

b. Concessionaire will furnish a sufficient number of trained, qualified employees to ensure the efficient performance of this contract. New concessionaires will give first consideration for employment to employees of the previous concessionaire, or if direct operated, Exchange employees.

c. All concessionaire employees having customer contact must be able to read, write, and speak English at a fluency level sufficient for efficient performance of the contract.

d. The concessionaire will, at concessionaire's expense, make employees available for any applicable training according to training dates determined by exchange management.

e. Concession personnel must meet the health and security standards prescribed by the contract and applicable regulations, and must obtain installation passes, permits, and security clearances when applicable.

f. Concession personnel will be neat and clean. Customer contact personnel will wear attire typical of styles commonly used by the better local commercial facilities of the same trade and as approved by the contracting officer. Nameplates will be worn by all customer contact personnel. For branded facilities the logo nameplate will be provided by

the concessionaire. For non-branded facilities, the standard Exchange nameplate will be worn in the manner prescribed by current directives. Standard the Exchange Nameplates will be furnished by the Exchange to the concessionaire at a nominal cost.

**g.** Concession personnel will give prompt and courteous treatment to authorized customers.

**h.** Concession personnel will abide by applicable regulations and directives and conduct themselves so as not to reflect discredit on the Exchange.

**i.** Concessionaire will discontinue the use of any employee for performance of this contract upon written notice from the contracting officer that the individual is not (or no longer) acceptable for performance under this contract. Concessionaire will not use any such employee to perform other Exchange contracts without the prior written consent of the applicable contracting officer.

**j.** Concessionaire will not employ any individual for this contract who has been determined unacceptable for performance under any other the Exchange contract or has been separated for cause by the Exchange.

#### **16. ACTIONS TO BE TAKEN UPON TERMINATION (INCLUDING EXPIRATION) (JAN 05).**

**a.** If contractor desires to sell, and Exchange desires to purchase, any or all of the concessionaire furnished property including equipment, furniture and movable trade fixtures, etc., used in the facility by concessionaire for this contract, the value of the property will be jointly agreed upon by both parties. Contractor must show clear title to all items transferred.

**b.** Concessionaire will promptly settle concessionaire's account with the Exchange including payment in full of all amounts due; yield up the premises, installed property and fixtures, and all the Exchange furnished property, clean and in as good order and condition as when received (damage due to acts of God or the U.S. Government, and ordinary wear and tear excepted); surrender all installation passes, decals, etc., for all concession personnel; and complete satisfactory settlement of all customer complaints and claims. Termination of this contract does not release concessionaire from the obligation to satisfactorily settle customer complaints and claims.

**c.** Concessionaire will promptly remove all concessionaire furnished property not purchased by the Exchange including equipment, furniture and movable trade fixtures, tools of the trade and supplies. Property will be removed after the close of business on the final day of the contract unless other arrangements have been approved by the local exchange. Upon failure to yield up the premises or remove concessionaire's property as required, the contracting officer may enter the premises, have concessionaire's property removed and stored in a warehouse at concessionaire's expense, and have the premises cleaned and restored at concessionaire's expense. In this event the Exchange will exercise due care in the removal and storage of contractor's property, however the Exchange assumes no liability for any loss or damage to concessionaire property under these circumstances. If concessionaire is indebted to the Exchange, or does not promptly remove concessionaire property, concessionaire authorizes and empowers the contracting officer or their representative to take possession of concessionaire's property and dispose of same by public or private sale without notice, and out of proceeds of sale, satisfy all costs to the Exchange including the costs of sale, handling, storage, etc., and any other indebtedness to the Exchange.

**d.** If concessionaire is not awarded a follow-on contract, concessionaire will arrange transfer of the activity's telephone number to the new concessionaire unless prohibited by the servicing telephone company.

**e.** Where concessionaire performed the contract under an Exchange Corporate Identity, concessionaire will cease use of all the Exchange names and identity standards upon the termination or expiration of the contract.

#### **17. INDEBTEDNESS (FEB 89).**

Concessionaire will pay promptly according as outlined in Exhibit E, Fee Schedule, all indebtedness incurred in connection with performing the contract. If all amounts due under this or other contracts are not received, at any time thereafter the contracting office may direct by written order that daily receipts be turned over to the Exchange until all amounts owing the Exchange are paid.

#### **18. INSURANCE (FEB 89).**

**a.** Concessionaire will maintain in full force and effect, during the contract, at least the insurance coverage in the Insurance Requirements exhibit.

**b.** Concessionaire will be liable for damage, loss or injury to property or persons resulting from acts or omissions of concessionaire, concessionaire's employees or agents, whether or not covered by required insurance.

**19. PROMOTIONAL EVENTS (NOV 05).**

**a. Contractor Sponsored Promotions:**

(1) The contractor will participate in all telecommunications providers directed promotions for all services covered under this contract and may also conduct independent promotions at the activity level subject to prior coordination with local exchange management.

(2) The cost of a telecommunication providers directed or contractor sponsored promotions will be borne by the contractor. Fees payable to the Exchange (Gross Sales) will be based on regular sale price less any discount or fee items customers are entitled to resulting from redeeming coupons.

(3) Concessionaire is encouraged to advertise in media produced primarily for distribution on military installations/bases to authorized customers. Advertising in commercial media not specifically directed towards the military market, when not otherwise prohibited by the contract, requires prior approval of the contracting officer.

**b. Exchange Directed Promotions:**

(1) The contractor will participate in all Exchange Special Coupon Booklets/Programs. Periodically, the Exchange will provide customers with special coupons in recognition of events or achievements (i.e. reenlistments, birth of a child, newcomers, educational achievements, deployments, etc.) for use in purchasing merchandise or services that may be provided under this contract at reduced prices. The coupon will show the specific amount of discount customers will be entitled to receive. The Exchange will fund the full cost of the face value of these coupons and the cost of marketing and advertising materials.

(2) The contractor will participate in any other Exchange directed promotions. These promotions may include, but are not limited to, percentage or dollar off coupons, temporary price reductions, reduced prices for service or merchandise with purchase of regular priced service or merchandise, frequent purchase/loyalty card program, gift with purchase, etc. The Exchange will fund the full cost of these promotions.

(3) When the Exchange directed promotions require the redemption of an Exchange coupon, concessionaire must comply with the following guidelines:

(a) The contractor will honor and redeem all Exchange coupons presented by exchange customers. The coupons are redeemable at face value only towards purchase of specific item/service indicated, subject to compliance with any time limit and/or other restrictions that may be specified. Coupons will not be redeemed for cash.

(b) The regular sell price (price before discount) will be rung on the cash register. The amount of money collected from the customer will equal the regular sell price discounted by the coupon's face value. The contractor will calculate fee to the Exchange based on the regular sell price, before considering the discount customers are entitled to resulting from redeeming the special coupons.

(c) If directed by the Exchange, the contractor will have the customer print and sign their name and print their telephone number and the date on each coupon redeemed.

**20. EXCHANGE TABLOID/SPECIAL SALES COUPONS AND MERCHANDISE GIFT CERTIFICATE REDEMPTION (APR 05).**

**a. Exchange Tabloid/Special Sales Coupons:**

(1) The contractor will enter the total face value amount of Exchange Tabloid and Special coupons redeemed during a reporting period on the monthly electronic settlement report. The coupons received and redeemed will be scanned and submitted along with the electronic settlement report to the email addresses outlined in Exhibit E, Fee Schedule. If the face value of the coupons redeemed listed on the electronic settlement report does not match the total face value of actual coupons submitted with the settlement report, then an adjustment will be made to only reflect the total face value based on the actual coupons submitted with the settlement report. The contractor will be required to correct any discrepancies and fee payment due the Exchange.

(2) Concessionaire will deduct the total face value of the coupons redeemed from fee payment unless otherwise specified by the contract.

**b. Exchange Merchandise Gift Certificates:**

(1) The contractor will follow all current Exchange policies and procedures regarding acceptance and processing of gift certificates, as set out in Exchange EOP 40-11 (Special Retail Programs).

(2) The contractor will honor Exchange Merchandise Gift Certificates and redeem for any combination of merchandise and cash back. Exchange Merchandise Gift Certificates cannot be redeemed for cash under this contract. Customers who wish to redeem certificates for cash only must do so at any Exchange direct retail facility.

- (3) The contractor will ensure that Gift Certificates have been properly completed by both the Exchange and the customer. Review for the following information on certificates:
- (a) Recipient's name must be written on the "Payable To" line of gift certificate.
  - (b) Value of gift certificate must be written in both numbers and words. The amount in numbers must agree with amount written in words.
  - (c) Ensure that the issuing Exchange Name, 10-digit facility number and a date are indicated on the gift certificate.
  - (d) Ensure that all Gift Certificates presented are originals and not copies.
- (4) Ring the merchandise selected and total the sale.
- (5) Tender the amount of the gift certificate(s) as Cash.
- (6) If the amount of the sale is greater than the face value of the certificate(s), collect additional amount due from customer. If the amount of the sale is less than the face value of the certificate(s), give the customer change.
- (7) Write the current date and the word "REDEEMED" on the front of the gift certificate(s) and ask the customer to endorse the back of the certificate(s).
- (8) The contractor will enter the total face value amount of the gift certificates redeemed during a reporting period on the monthly electronic settlement report. The coupons received and redeemed will be scanned and submitted along with the electronic settlement report to the email addresses outlined in Exhibit E, Fee Schedule. If the face value of the coupons redeemed listed on the electronic settlement report does not match the total face value of actual coupons submitted with the settlement report, then an adjustment will be made to only reflect the total face value based on the actual coupons submitted with the settlement report. The contractor will be required to correct any discrepancies and fee payment due the Exchange will reimburse concessionaire for amount of valid gift certificates redeemed by exchange customers as follows:

## **21. REFUNDS (DEC 88).**

- a. Concessionaire will be responsible for refunds to customers for customer dissatisfaction with an item or service or for any overcharges to customers. Should concessionaire refuse or fail to promptly make any refund of overcharges to a customer, the Exchange may make the refund and charge the amount to concessionaire's account. If a customer cannot be located or if refund to a customer is otherwise not practicable as determined by the contracting officer, concessionaire will pay the amount of the overcharge to the Exchange within 15 calendar days from date of demand by the Exchange.
- b. Requests for refunds not promptly honored are considered complaints or claims subject to the provisions of the Customer Complaints and Claims clause.

## **22. CUSTOMER CHECKS (MAY 05).**

- a. Concessionaires are strongly encouraged to accept both local and out-of-town checks in payment for merchandise and services.
- b. Concessionaire may charge the customer for a dishonored check except when (1) the bank acknowledges the dishonor to be a bank error or (2) the return is the result of a concessionaire error. Concessionaire may not charge more than the administrative amount charged by the Exchange for dishonored checks. Losses from dishonored checks are concessionaire's responsibility.
- c. Under no circumstances will the concessionaire record the customer Social Security Number (SSN) on the check.
- d. Concessionaire is not required to accept payment by checks

## **23. SAFEGUARDING OF CONCESSIONAIRE FUNDS ON ARMY AND AIR FORCE INSTALLATIONS (DEC 88).**

- a. When more than \$100 are kept in the concessionaire facility during non-operational hours, funds will be secured in a steel safe equipped with a three-position combination tumbler locking device.
- b. When more than \$500 are held in the concessionaire facility during non-operational hours, the safe must:
  - (1) be secured to the premises by being encased in a concrete bed; or
  - (2) be bolted or steel-strapped to a floor beam or an internal wall support beam with the bolts or straps concealed to prevent cutting or prying; or
  - (3) weigh in excess of 1,000 pounds.

## **24. CHARGE CARD AND MILITARY STAR CARD SALES (MAY 05).**

### **a. Charge Cards:**

(1) The contractor will accept Visa and MasterCard. The contractor may also accept other recognized U.S. commercial charge cards.

(2) The contractor will accept the GSA Smart Pay Card and Government Purchase Card (GPC) from authorized customers and DoD civilians for official purchases upon presentation of the charge card and a Government Identification Card.

(3) The contractor is responsible for the payment of any fees, charge backs, and other arranged costs levied by the charge card issuing companies.

### **b. Military Star Card:**

(1) The contractor will accept the Military Star card for products/services as authorized in this contract. Primary responsibilities are as follows:

(a) The contractor will report such sales on the monthly electronic settlement report in the same manner as other credit card sales.

(b) The Exchange will provide procedures and forms required to process the Military Star card credit transactions.

(c) The contractor will be charged a processing fee of 2.0% of all Military Star card transactions, to include sales tax, less merchandise refunds or adjustments, which will be deducted from the Exchange reimbursement to the concessionaire. The fee percentage may be administratively reduced by the Exchange without contract amendment.

(d) The Exchange will pay the contractor in accordance with the Payments clause shown below.

(e) The Exchange will be responsible for collection of Military Star card account balances from customers.

(f) The contractor will handle refunds and adjustments under the Military Star card program in the same manner as other credit card sales.

(g) The term "daily sales receipts" in Special Provision 15, "Indebtedness", is expanded to include any funds payable to the contractor under the Military Star card program.

### **(2) Payment (CONUS):**

(a) Payment will be made weekly based on the contractor's submission of the weekly summary of Military Star card transactions to Headquarters (HQs) Dallas, Texas and verified by HQs. A check will be issued weekly covering the prior Monday through Sunday time period. The check will be sent out approximately one week after the Monday through Sunday transaction period.

(b) Date of payment is determined to be the earliest of the following:

((1)) Date of the check issued to the contractor, or

((2)) Date an electronic fund transfer is received by the contractor regardless of the date the financial institution posts the transfer, or

((3)) Date a withholding authorized by the contract is initiated by the Exchange.

(c) Payment will be made by mailing a check to the address shown on the contract, unless the contractor provides a different "remit to" address to the contracting officer.

((1)) If a contractor wishes to change the address (e.g., street, P.O. Box, city/state) to which payment should be sent or wishes its payments to also reflect a financial institution or a factor's name and be sent to a factor's address, the request must be in writing, signed by a responsible official of the contractor, and submitted to the contracting officer. Any such request must clearly establish which division or subsidiary of a corporation such changes apply to and the address that is superseded by the changes. These changes will become effective when approved by the contracting officer and on the date determined by the Exchange. This will normally be 30 days after approval. Changes will be done on an accommodation basis only, with the understanding that no legal obligation is imposed on the Exchange for failure to make payment to the new payee/address. The contractor may in similar manner, revoke such changes.

((2)) Any request by the contractor to change the name shown on the contract or to assign payment must be sent to the contracting officer.

(d) Any questions or inquiries concerning payments should be directed to the contracting officer. Unidentified and duplicate payments must be brought to the attention of the contracting officer immediately upon discovery. The contractor is required to mail a copy of the Exchange check voucher received with unidentified or duplicate payment highlighted. Under no circumstances should unidentified payments be applied against other amounts.

due.

(e) Contractors are to wait at least 30 days past the due date of the payment before writing the contracting officer. Any interest penalties due to contractor will be computed in accordance with the Prompt Payment Act, 31, U.S.C. 3901-3906 as amended.

**25. INSPECTIONS (MAR 00).**

a. The Exchange contracting officer, or any person designated by the contracting officer, may conduct inspections to ensure compliance by the concessionaire with all provisions of this contract.

b. The Exchange may perform surveillance to verify concessionaire and concessionaire employee compliance with contract terms and to detect theft of government funds. Surveillance may include the use of electronic equipment. Concessionaire will inform employees that such surveillance may be conducted and that individuals implicated may be prosecuted in Federal courts. Concessionaire will obtain written certification from all employees that they have been so informed and will maintain the certification on file for the period of the contract. A form for this certification is available from the contracting officer.

c. Concessionaire is liable and will pay the Exchange for losses under this contract detected by surveillance or otherwise discovered or incurred.

**26. SMOKING POLICY (DEC 86).**

The smoking policy for concession operations will be as directed by the general manager.

**27. EXCHANGE/VENDOR PARTNERSHIP MARKETING PROGRAM (JUL 94).**

The Exchange Marketing Program consists of numerous elements to enhance the sale of consumer products and services. At the concessionaire's request, the Exchange will give the concessionaire the opportunity to participate in selected elements of the Program. All participation will be in conjunction with the sale of authorized products and services to authorized customers. The Exchange reserves the right to limit the degree of participation based on availability, designated themes of special events, and the overall goals of the program.

**28. ORGANIZATIONAL SALES (NOV 00).**

Concessionaire may sell items to authorized official organizations and activities of the U.S. Armed Forces. Sales will be recorded on the cash register at the time the sales transaction is made. Any losses incurred as a result of organizational sales are concessionaire's responsibility.



# EXHIBIT D - BOINGO PRICE SCHEDULE Attachment 1

<u>Broadband Internet</u>		<u>TV</u>		<u>Broadband Internet + TV</u>		<u>Ancillary TV Options</u>	
<u>Basic</u>		<u>Basic</u>		<u>Basic</u>		<u>Network DVR</u>	
1-Hour	\$0.00	1-Hour	\$0.00	1-Hour	\$0.00	1-Hour	N/A
1-Day	\$0.00	1-Day	\$0.00	1-Day	\$0.00	1-Day	N/A
1-Week	\$0.00	1-Week	\$0.00	1-Week	\$0.00	1-Week	N/A
Recurring Weekly	\$0.00	Recurring Weekly	\$0.00	Recurring Weekly	\$0.00	Recurring Weekly	N/A
1-Month	\$0.00	1-Month	\$0.00	1-Month	\$0.00	1-Month	\$3.95
Recurring Monthly	\$0.00	Recurring Monthly	\$0.00	Recurring Monthly	\$0.00	Recurring Monthly	\$3.95
<u>Standard</u>		<u>Standard</u>		<u>Standard</u>		<u>HBO</u>	
1-Hour	\$1.95	1-Hour	\$1.95	1-Hour	\$3.45	1-Hour	N/A
1-Day	\$3.95	1-Day	\$3.95	1-Day	\$6.95	1-Day	N/A
1-Week	\$9.95	1-Week	\$9.95	1-Week	\$17.95	1-Week	N/A
Recurring Weekly	\$9.95	Recurring Weekly	\$9.95	Recurring Weekly	\$17.95	Recurring Weekly	N/A
1-Month	\$29.95	1-Month	\$29.95	1-Month	\$54.95	1-Month	\$6.95
Recurring Monthly	\$29.95	Recurring Monthly	\$29.95	Recurring Monthly	\$54.95	Recurring Monthly	\$6.95
<u>Expanded</u>		<u>Expanded</u>		<u>Expanded</u>		<u>Showtime</u>	
1-Hour	\$2.95	1-Hour	\$2.95	1-Hour	\$4.95	1-Hour	N/A
1-Day	\$8.95	1-Day	\$8.95	1-Day	\$15.95	1-Day	N/A
1-Week	\$19.95	1-Week	\$19.95	1-Week	\$34.95	1-Week	N/A
Recurring Weekly	\$19.95	Recurring Weekly	\$19.95	Recurring Weekly	\$34.95	Recurring Weekly	N/A
1-Month	\$49.95	1-Month	\$49.95	1-Month	\$89.95	1-Month	\$6.95
Recurring Monthly	\$49.95	Recurring Monthly	\$49.95	Recurring Monthly	\$89.95	Recurring Monthly	\$6.95
		<u>Starz</u>					
		1-Hour				1-Hour	N/A
		1-Day				1-Day	N/A
		1-Week				1-Week	N/A
		1-Month				1-Month	\$7.95

# EXHIBIT D - BOINGO PRICE SCHEDULE

## Attachment 1

Basic email and web surfing at 128 kbps. Enjoy up to 5 Mbps download speed, and stay in touch. Gamers and video fans rejoice! Download speeds of up to 30 Mbps AND upload speeds of up to 20 Mbps takes your gaming to the next level.		
Stay informed with local broadcast channels -- free!		
Get 50+ of your favorite channels of top entertainment, including ESPN, Comedy Central, Discovery HD and FX. Enjoy 100+ channels of top entertainment. Includes everything in the Standard package plus Encore, Fox Business and more.		
Enjoy both Basic TV and Broadband Internet service together -- absolutely free! Enjoy Standard TV and Broadband Internet together -- and save!		
For the ultimate media guru. Enjoy tons of amazing TV channels and blazing fast Broadband Internet -- and save!		
Record your favorite shows -- without any special equipment. Enjoy programming on your time. Enjoy movies and award-winning original programming on HBO.		
Enjoy movies and award-winning original series on Showtime. Enjoy movies and original programming with Starz. Add popular Spanish-language networks to your lineup.		
	<b>Starz</b> (continued) Recurring Monthly	\$7.95
	<b>Hispanic</b> 1-Hour	N/A
	1-Day	N/A
	1-Week	N/A
	1-Month	\$4.95
	Recurring Monthly	\$4.95

**NOTE:**

**VOIP Barracks:** VOIP capable at no cost to the customer and no fee to the Exchange; does not provide a specific VOIP application.  
**Commercial VOIP:** i.e. lodging/hotels, have a full VOIP solution, including phones. This is a paid service and will be priced at the time service is requested.  
 Customer prices will be subject to fees paid to the Exchange in Exhibit E, Fee Schedule.  
**Video On Demand (VOD):** will be priced at the time service is requested and fees paid to the Exchange will be in accordance with Exhibit E, Fee Schedule.

## EXHIBIT D - BOINGO PRICE SCHEDULE Attachment 1

<u>Descriptions</u>	<u>Set Top Box</u>		<u>One-Time Delivery Options for TV Set Top Box</u>	
<b><u>Broadband Internet</u></b>				
Basic	1-Hour	N/A	One-Time Shipping & Handling	\$0.00
Standard	1-Day	N/A	One-Time Shipping & Handling	\$29.95
Expanded	1-Week	N/A	One-Time In-Person Delivery	\$0.00
	1-Month	\$0.00	One-Time In-Person Delivery	\$39.95
<b><u>TV</u></b>				
Basic	Recurring Monthly	\$0.00	One-Time In-Person Delivery	\$59.95
	1-Month	\$4.95		
Standard	Recurring Monthly	\$4.95		
Expanded				
<b><u>Broadband Internet + TV</u></b>				
Basic				
Standard				
Expanded				
<b><u>Additional TV Options</u></b>				
Network DVR				
HBO				
Showtime				
Starz				
Hispanic Tier				
Wireless Set Top Box				

Enjoy TV service on your television without an HDMI cable.

**Exhibit E  
Fee Schedule**

1. Concessionaire agrees to pay the Exchange fixed fees for all sales generated for all services at all locations performed under this contract; however, fees to the Exchange are exempt for: sales taxes; regulatory fees, refunds granted except for when related to contractor performance; and administrative charges – customer late fees penalties, bad check fees. Fees will remain in effect for the entire term of the contract unless otherwise amended by the contracting officer. Fee will be computed on the total combined gross revenues billed to customers for all services covered under this contract.

**FEES TO THE EXCHANGE**

<b>CONTRACT YEARS 1 through 3</b>	
<b><u>Service</u></b>	<b><u>Fees</u></b>
Wi-Fi/VOIP/DAS	10%
IPTV/Bundle	7%

<b>CONTRACT YEARS 4 through 7</b>	
<b><u>Service</u></b>	<b><u>Fees</u></b>
Wi-Fi/VOIP/DAS	15%
IPTV/Bundle	10%

<b>OPTION YEARS 8 through 10</b>	
<b><u>Service</u></b>	<b><u>Fees</u></b>
Wi-Fi/VOIP/DAS	16.5%
IPTV/Bundle	12%

2. Locations to be serviced under this contract include but are not limited to Exhibit E – Attachment 1.
3. **Fee Payment & Settlement Reports.**
  - a. For the purpose of sales and income reporting for those services where payment is made to the contractor either by direct debit or other payment option, the contractor will submit a monthly settlement report and fee payment to the Exchange in U.S. Dollars. The reporting period will be by calendar month. All monthly fee payments must be sent electronically to the following account no later than the 25<sup>th</sup> calendar day following the calendar month reporting period. Monthly wire transfer fee payment will be identifiable by the contractor's name as shown on the contract cover page.

**Exhibit E**  
**Fee Schedule**

*Wells Fargo*  
*464 California Street*  
*San Francisco, CA 94104*  
*CHIPS Code:0407*  
*SWIFT Code: WFBIUS6S*  
*Routing #: 121000248*  
*Account #: 2000014830701*  
*Name: Army & Air Force Exchange Service*  
*Reference: Vendor Name (Boingo Contract ATD-12-010)*

(1) The monthly settlement report must be submitted electronically, as an Excel or compatible spreadsheet, and must arrive no later than the 25<sup>th</sup> calendar day following the previous month performance to the following e-mail addresses:

[phonefiles@aafes.com](mailto:phonefiles@aafes.com)

[wrighto@aafes.com](mailto:wrighto@aafes.com)

An additional copy of the settlement report must be provided to the ATD Telecom Business Manager ([hanrahandj@aafes.com](mailto:hanrahandj@aafes.com)) under this contract. Copies of all cash register tapes, Concessionaire Cash Register Adjustment Vouchers, the Exchange Form 6550-24, or Customer Daily Sales Register, the Exchange Form 6550-9 (if authorized for use), for the reporting period will be attached to the Exchange copy.

(2) When the 25th day of the month falls on Saturday, Sunday, or a national holiday, payment will be due the next working day.

(3) Fee (and settlement report) for less than a full reporting period upon termination or expiration of the contract will be forwarded to arrive no later than 10 calendar days after termination or expiration of the contract.

(4) If the fee payment is not received on the due date as stipulated in the contract, then the contractor will be charged a service fee of \$75 plus daily interest on the outstanding balance at a rate of 0.019% per day, which represents an annual rate of interest of 7.0% based on a 360-day year.

b. Monthly reports must contain at a minimum, the data requested in Exhibit E – Settlement Report, Attachment 2.

**4. Fee Deposit:** A fee deposit will be made prior to the commencement of service. Vendor has agreed to issue the Exchange a Letter of Credit valued at \$250K upon contract award. The LOC will give the vendor's financial institution full authority to pay outstanding debt owed to the Exchange, if Vendor fail to submit a monthly fee payment for a period of 60 calendar days. The Vendor has agreed to increase the LOC at years three (3) and seven (7) to equal

**Exhibit E**  
**Fee Schedule**

two (2) months' fee at that time. For example, if the monthly fee at that time average \$200K per month the LOC will be increased to \$400K.

^^^^^^^^^^ End of Exhibit ^^^^^^^^^^^



Installation	Street AddressA	State	ZIP	Currently Serviced by an AAFES Provider
ABERDEEN PG	2 Halls Cross Roads	MD	21001	No
ALTUS AFB	204 S 3rd St	OK	73523	No
ANDREWSAFB	1668 D ST.	MD	20762	No
BARKSDALE AFB	40 Barksdale Blvd, W. Ste 100	LA	71110	No
BEALE AFB	24112 A St.	CA	9S903	No
BOLLING AFB	10 Brockley Avenue Southwest	DC	20032	No
BUCKLEY AFB	510 S. Aspen St.	CO	80011	No
CAMPATIERBURY	610 Gatling Street	IN	46124	Yes
CAMP GUERNSEY	FREMONT AVE BLDG 601	WY	82214	Yes
CAMP NAVAJO	Hughes Ave. Bldg. 58, Belmont	AZ	8601S	Yes
CAMP ROBERTS	Hwy 101, Bldg 108	CA	934S1	Yes
CANNON AFB	101W Eureka Ave	NM	88103	No
CARISIE BKS	122 Forbes Avenue	PA	17013	No
CHARLESTON AFB	1200 E. Hill Blvd	SC	29404	No
CP BULLIS	4782 WILKERSON RD.	TX	782S7	No
CP MABRY	2200 West 35th Street	TX	78731	No
CP SHELBY	Highway 49 South, Bldg 1001	MS	39407	No
DAVIS MONTHAN AFB	3390 S. Craycraft Ave	AZ	8S707	No
DOBBINS AFB	1335 Dozer Circle, Bldg 558	GA	30069	No
DOVER AFB	44213th ST	DE	19902	No
DUGWAY PRV GRD	Kister Ave., Bldg 5124	UT	84022	No
DYESS AFB	2201 Avenue B	TX	79607	No
EDWARDSAFB	13015 Claymine Rd	CA	93S23	No
EGLIN AFB	307 Van Matre Avenue	FL	32S42	No
Eielson AFB	2334 Central Ave.	AK	99702	Yes
ELLSWORTH AFB	511 N Ellsworth Rd.	SO	57706	No
FAIRCHILD AFB	100 Chennault Ave., Suite 100	WA	99022	No
FE WARREN AFB	6109 Randall Ave	WY	8200S	No
FT BELVOIR	9001 Gunston Road	VA	22060	Yes
FT BENNING	110 Vibbert avenue	GA	3190S	Yes
FT BLISS	500 Shannon Road	TX	79916	Yes
FT BRAGG	1605 REILLY RD	NC	28307	Yes
FT BUCHANNAN	1242 CHRISMAN RD	PR	00934	No
FT CAMPBELL	91 Michigan Ave	KY	42223	Yes
FT CARSON	1611 MCDONALD ST	CO	80913	Yes
FT DETRICK	810 Schreider St #1	MD	21702	No
FT DEVENS	Bldg. 683, 61 Quebec Street	MA	01434	Yes
FT FORUM	Bldg P-10720, Mt Belvedere Blvd	NY	13602	Yes
FT GORDON	41136th Street	GA	30905	Yes
FT HAMILTON	88015th Ave	NY	11207	No
FT HOOD	3100 S W S Young Dr	TX	76544	No
FTHUACHUCA	2837 BOYD AVENUE	AZ	85613	Yes
FT HUNTER-LIGGETT	Building 285 California Ave	CA	93928	Yes
FT INDIANTOWN GAP	1 Garrison Road, Bldg. T-04	PA	17003	Yes

Negotiated Contract No. ATD-1-010

Installation	Street AddressA	State	ZIP	Currently Serviced by an AAFES Provider
FTIRWIN	306 LANKFORD LAKE RD BLDG 306	CA	92310	Yes
FT JACKSON	4400 Early Street	SC	29207	Yes
FT KNOX	1556 Spearhead Division Ave	KY	40121	Yes
FT LEAVENWORTH	311 Kearny Ave	KS	66027	No
FT LEE	1400 Mahone Avenue	VA	23801	Yes
FT LEONARD WOOD	689 NEBRASKA AVENUE	MO	6S473	Yes
FT MCCOY	2187 South J St	WI	54656	Yes
FT MEADE	2793 Hawkins Drive	MD	207SS	Yes
FT MYER	523 CARPENTER ROAD	VA	22211	No
FT POLK	6180 UNIVERSITY PKWY	LA	71459	Yes
FT RILEY	5302 Ashby Avenue	KS	66442	Yes
FT RUCKER	453 Novosel Street, Bldg 114	AI	36362	No
FT SILL	930 Fort Sill Blvd Ste 100	OK	73S03	Yes
FT STEWART	843 Hase Road	GA	31314	Yes
FT WAINWRIGHT	3726 Neely Road	AK	99703	Yes
GOODFELLOW AFB	161 Nuchols St Unit 102	TX	76908	No
GRAND FORKS AFB	590 Holzapple Street	ND	S8204	No
HALE KOA	2055 Kalia Road	HI	96815	Yes
HANSCOM AFB	30 Patrick loop	MA	01731	No
HIILAFB	7338 Loncki St Unit 344	UT	840S6	No
HOLLOMAN AFB	721 New Mexico Ave	NM	88330	No
HUNTER AAF	Bldg 1201, 685 Horace Emmet Wilson Blvd	GA	31409	Yes
HURLBURT AFB	437 Tully St	FI	32544	No
JACKSON BARRACKS	6400 St Claude Ave	LA	70117	Yes
JBER- Elmendorf-Richardson	10437 Kuter Avenue	AK	99S06	Yes
JBHH-HICKAM AFB	1300 Freedom Avenue	HI	968S3	No
JBHH-SCHOFIELD BARRACKS	Bldg 694 Post Exchange, Suite# 6	HI	968S7	No
JBLE- FT EUSTIS	1321LEE BLVD.	VA	23604	Yes
JBLE- LANGLEY AFB	51 SPAATZ DRIVE	VA	2366S	No
JBIM-FT IEWIS	4170 KAUFMAN AVE.	WA	98433	Yes
JBLM-MCCHORD AFB	577 LINCOLN BOULEVARD	WA	98438	No
JBIM-YAKIMA TRAINING CENTER	970 Firing Center Rd	WA	98901	Yes
JBMDL-DIX	6038 W 9th St	NJ	08640	Yes
JBSA-CAMP BULLIS	3100 Schofield Rd	TX	78234	Yes
JBSA-FT SAM HOUSTON	1804 Stanley Road	TX	78234	Yes
JBSA-LACKLAND AFB	2261 Hughes Ave	TX	78236	Yes
KEESIER AFB	850 Bayview Ave Biloxi	MS	39S30	Yes
KIRTLAND AFB	1400 1st SE St	NM	87117	No
UTILE ROCK AFB	1100 Cannon Circle	AR	72099	No
LOS ANGELES	483 North Aviation Boulevard	CA	9024S	No
LUKE AFB	7222 Fighter Country AVE.	AZ	8S309	No
MACDIII AFB	8107 Condor St.	FI	33608	No
MALMSTROM AFB	30 73rd Street North	MT	S9402	No
MARCH AFB	1486 Graeber Street	CA	92518	No

Installation	Street Address"	State	ZIP	Currently Serviced by an AAFES Provider
MAXWELLAFB	550 Maxwell Boulevard East	AL	36114	No
MCCLELLAN AFB	3327 Laurel St	CA	95652	No
MCCONNELL AFB	53000 Hutchinson ST Suite 109	KS	67221	No
MINOT AFB, NO	220 Peacekeeper Place	NO	5870S	No
MOODYAFB	9302 Davidson Rd	GA	31699	No
MOUNTAIN HOME AFB	480 5th St	ID	83648	No
MUSCATATUCK UTC	4230 E Administration Dr Butlerville	IN	47223	Yes
NASJRB FW	1510 Chennault Avenue	TX	76127	No
NELiS AFB	4250 Griffiss Ave	NV	89191	No
OFFUTT AFB	906 Garland Street	NE	68113	No
PATRICKAFB	424 Falcon Ave.	FL	32925	No
PETERSON AFB	Building 1466, 360 Otis Street	CO	80914	No
PRESIDIO	1712 Private Bolio Rd Rm 517a	CA	93944	Yes
RANDOLPH AFB	550 C St West Ste SO	TX	781SO	No
REDSTONE ARSENAL	Action Drive	AL	35808	No
ROBINS AFB	620 Ninth St. Rm 230 Ste 215	GA	31098	No
SCOTIAFB	404 West Martin Street	IL	6222S	No
SELFRIDGE ANG Base	701George Street	MI	48045	No
SEYMOUR JOHNSON AFB	181S WRIGHT BROTHERS AVE.	NC	27531	No
SHAWAFB	510 Nelson Avenue	SC	29152	No
SHEPPARD AFB	5271 AVE.	TX	76311	Yes
TJNKERAFB	3681HAve# 478	OK	7314S	No
TRAVIS AFB	465 Skymaster Drive	FL	94535	No
TYNDALLAFB	730 Suwannee Avenue	FL	32403	No
USAF ACADAMY	5136 Community Center Drive	CO	80840	No
VANCE AFB	546 ELAM RD	OK	73705	No
VANDENBERG AFB	30 SW/PA Building 12,000	CA	93437	No
VT NATL GUARD (CAMP ETHAN ALLEN)	113 Ethan Allen Road,Jericho	VT	05465	Yes
WESTPOINT	626 Swift Road	NY	10996	No
WHITE SANDS MR	100 Headquarters Ave	NM	88002	No
WHITEMAN AFB	100 Gray Lane	NM	65305	No
WRIGHTPATT AFB	Bldg 823 Area A Gate 12A	OH	4S433	No

AStreet addresses: Exchange Main Store location or US Post Office Address

EXHIBIT E - FEE SCHEDULE  
Attachment 2  
SAMPLE MONTHLY (SUMMARY) SETTLEMENT REPORT

Region (All)

Location/Facility	Sum of Sales	Sum of Fees to Exchange
Benning	\$3,012.00	\$451.80
0002-11-0008	\$3,012.00	\$451.80
Bliss	\$18,206.00	\$2,690.90
0001-00-0000	\$18,206.00	\$2,690.90
Campbell	\$8,004.00	\$950.60
0002-11-0000	\$8,004.00	\$950.60
Carson	\$3,011.00	\$451.65
0002-11-0007	\$3,011.00	\$451.65
Drum	\$3,007.00	\$451.05
0002-11-0003	\$3,007.00	\$451.05
Gordon	\$3,005.00	\$450.75
0002-11-0001	\$3,005.00	\$450.75
Huachuca	\$3,009.00	\$451.35
0002-11-0005	\$3,009.00	\$451.35
Irwin	\$3,013.00	\$451.95
0002-11-0009	\$3,013.00	\$451.95
JBLE-Eustis	\$3,014.00	\$452.10
0002-11-0010	\$3,014.00	\$452.10
Leonard Wood	\$3,006.00	\$450.90
0002-11-0002	\$3,006.00	\$450.90
Presidio	\$3,008.00	\$451.20
0002-11-0004	\$3,008.00	\$451.20
Stewart/HAAF	\$3,010.00	\$451.50
0002-11-0006	\$3,010.00	\$451.50
<b>Grand Total</b>	<b>\$56,305.00</b>	<b>\$8,155.75</b>

# SAMPLE MONTHLY (DETAIL) SETTLEMENT REPORT

Region	Location	Bldg #	Facility Number	# of Customer	Plan Type	Plan Qty	Fee %	Sales	Fees to Exchange
Western	Bliss	REVENUE	0001-00-0000	10	Unlimited	10	15%	\$ 100.00	\$ 15.00
Western	Bliss	BY	0001-00-0000	20	IPTV	20	10%	\$ 400.00	\$ 40.00
Western	Bliss	BLDG	0001-00-0000	15	Daily	30	15%	\$ 300.00	\$ 45.00
Western	Bliss	NOT	0001-00-0000	35	Weekly	40	15%	\$ 800.00	\$ 120.00
Western	Bliss	AVAILABLE	0001-00-0000	60	Monthly	60	15%	\$ 3,000.00	\$ 450.00
Western	Bliss	AT	0001-00-0000	10	Unlimited	10	15%	\$ 100.00	\$ 15.00
Western	Bliss	THIS TIME	0001-00-0000	20	IPTV	20	10%	\$ 400.00	\$ 40.00
Western	Bliss		0001-00-0000	20	Daily	30	15%	\$ 300.00	\$ 45.00
Western	Bliss		0001-00-0000	37	Weekly	40	15%	\$ 800.00	\$ 120.00
Western	Bliss		0001-00-0000	60	Monthly	60	15%	\$ 3,000.00	\$ 450.00
Western	Bliss		0001-00-0000	200	Monthly	200	15%	\$ 3,001.00	\$ 450.15
Western	Bliss		0001-00-0000	201	Monthly	201	15%	\$ 3,002.00	\$ 450.30
Western	Bliss		0001-00-0000	202	Monthly	202	15%	\$ 3,003.00	\$ 450.45
Central	Campbell		0002-11-0000	203	Monthly	203	15%	\$ 3,004.00	\$ 450.60
Central	Campbell		0002-11-0000	100	IPTV	100	10%	\$ 5,000.00	\$ 500.00
Eastern	Gordon		0002-11-0001	204	Monthly	204	15%	\$ 3,005.00	\$ 450.75
Central	Leonard Wood		0002-11-0002	205	Monthly	205	15%	\$ 3,006.00	\$ 450.90
Eastern	Drum		0002-11-0003	206	Monthly	206	15%	\$ 3,007.00	\$ 451.05
Western	Presidio		0002-11-0004	207	Monthly	207	15%	\$ 3,008.00	\$ 451.20
Western	Huachuca		0002-11-0005	208	Monthly	208	15%	\$ 3,009.00	\$ 451.35
Eastern	Stewart/HAAF		0002-11-0006	209	Monthly	209	15%	\$ 3,010.00	\$ 451.50
Western	Carson		0002-11-0007	210	Monthly	210	15%	\$ 3,011.00	\$ 451.65
Eastern	Benning		0002-11-0008	211	Monthly	211	15%	\$ 3,012.00	\$ 451.80
Western	Irwin		0002-11-0009	212	Monthly	212	15%	\$ 3,013.00	\$ 451.95
Eastern	JBLE-Eustis		0002-11-0010	213	Monthly	213	15%	\$ 3,014.00	\$ 452.10
<b>Total</b>				<b>3278</b>		<b>3311</b>		<b>\$ 56,305.00</b>	<b>\$ 8,155.75</b>

Exhibit E - Attachment 3  
**Sample Weekly Subscriber/Account Report**

**Boingo Weekly Subscriber/Account Report**  
**1-6 Sep 2013**

Region	Location	Bldg #	Facility Number	# of Beds	Plan Type	Sub/Acct Qty
Western	Bliss	100	0001-00-0000	192	Unlimited	10
Western	Bliss	100	0001-00-0000	192	IPTV	20
Western	Bliss	100	0001-00-0000	192	Daily	30
Western	Bliss	100	0001-00-0000	192	Weekly	40
Western	Bliss	100	0001-00-0000	192	Monthly	60
Western	Bliss	101	0001-00-0000	288	Unlimited	10
Western	Bliss	101	0001-00-0000	288	IPTV	20
Western	Bliss	101	0001-00-0000	288	Daily	30
Western	Bliss	101	0001-00-0000	288	Weekly	40
Western	Bliss	101	0001-00-0000	288	Monthly	60
Western	Bliss	102	0001-00-0000	300	Monthly	150
Western	Bliss	103	0001-00-0000	96	Monthly	60
Western	Bliss	104	0001-00-0000	192	Monthly	81
Central	Campbell	100	0002-11-0000	288	Monthly	150
Eastern	Gordon	200	0002-11-0001	192	Monthly	148
Central	Leonard Wood	300	0002-11-0002	240	Monthly	219
Eastern	Drum	401	0002-11-0003	96	Monthly	65
Western	Presidio	500	0002-11-0004	192	Monthly	90
Western	Huachuca	601	0002-11-0005	120	Monthly	75
Eastern	Stewart/HAAF	700	0002-11-0006	360	Monthly	201
Western	Carson	705	0002-11-0007	300	Monthly	143
Eastern	Benning	803	0002-11-0008	192	Monthly	58
Western	Irwin	111	0002-11-0009	288	Monthly	111
Eastern	JBLE-Eustis	144	0002-11-0010	288	Monthly	196
<b>Total</b>				<b>5544</b>		<b>2067</b>

## Sample Weekly Subscriber Report

Exhibit E - Attachment 3  
**Sample Weekly Subscriber/Account Report - By Location**

**1-6 Sep 2013**

Region (All)

Location/Bldg	Sum of # of Beds	Sum of Sub/Acct Qty
<b>Benning</b>		
0002-11-0008	192	58
803	192	58
<b>Bliss</b>		
0001-00-0000	2988	611
100	960	160
101	1440	160
102	300	150
103	96	60
104	192	81
<b>Campbell</b>		
0002-11-0000	288	150
100	288	150
<b>Carson</b>		
0002-11-0007	300	143
705	300	143
<b>Drum</b>		
0002-11-0003	96	65
401	96	65
<b>Gordon</b>		
0002-11-0001	192	148
200	192	148
<b>Huachuca</b>		
0002-11-0005	120	75
601	120	75
<b>Irwin</b>		
0002-11-0009	288	111
111	288	111
<b>JBLE-Eustis</b>		
0002-11-0010	288	196
144	288	196
<b>Leonard Wood</b>		
0002-11-0002	240	219
300	240	219
<b>Presidio</b>		

Exhibit E - Attachment 3  
Sample Weekly Subscriber/Account Report - By Location

0002-11-0004	192	90
500	192	90
Stewart/HAAF		
0002-11-0006	360	201
700	360	201
<b>Grand Total</b>	<b>5544</b>	<b>2067</b>

Exhibit E - Attachment 3  
**Sample Weekly Subscriber Account Report - By Plan Type**

**1-6 Sep 2013**

Region (All)

Sum of Sub/Acct Qty Location	Plan Types					Grand Total
	Daily	IPTV	Monthly	Unlimited	Weekly	
Benning			58			58
Bliss	60	40	411	20	80	611
Campbell			150			150
Carson			143			143
Drum			65			65
Gordon			148			148
Huachuca			75			75
Irwin			111			111
JBLE-Eustis			196			196
Leonard Wood			219			219
Presidio			90			90
Stewart/HAAF			201			201
<b>Grand Total</b>	<b>60</b>	<b>40</b>	<b>1867</b>	<b>20</b>	<b>80</b>	<b>2067</b>

**EXHIBIT F**  
**Insurance Requirements**

The contractor will maintain, during any contract period, insurance coverage listed below, with insurance company(ies) acceptable to the Exchange. All liability insurance coverage will name the United States and the Exchange as additional insured for claims, demands, suits, judgments, costs and expenses arising out of or in conjunction with any loss, damage or injury resulting from the negligence or other fault of the concessionaire, or concessionaire's agents, representatives or employees. The types of insurance coverage to be maintained are:

a. The following coverage in amounts complying with state or military installation requirements, whichever is greater, where this contract is performed:

(1) Worker's Compensation and Employer's Liability Insurance

(2) Automobile Bodily Injury and Property Damage Liability for vehicles operated in performance of this contract by the concessionaire, the concessionaire's agents or employees on the military installation, whether or not owned by concessionaire.

b. The concessionaire will maintain the coverage's listed below and will furnish a current Certificate of Insurance, ACORD Form 25-S, showing the insurance is in effect. The Certificate of Insurance must show the United States and the Exchange as additional insured's for all liability coverage's. The "INSURED" block of the Certificate of Insurance must list both the concessionaire's name and the Exchange contract number.

(1) Commercial General Liability in minimum limits for Bodily Injury and Property Damage:

\$1,000,000 Each Occurrence Limit  
\$2,000,000 General Aggregate Limit

(2) Products Liability Insurance in minimum limits of \$50,000 for injury to or death of any one person, \$100,000 for each accident or occurrence, \$100,000 for aggregate personal injury liability, \$25,000 for each occurrence for property damage, and \$25,000 aggregate.

This insurance policy will be written on an "occurrence" basis. A policy written on a "claims made" basis is not acceptable.

c. Insurance for Losses and/or Damages: Contract provisions provide that the contractor is financially liable for losses of and/or damages to Exchange-owned merchandise and losses of monies accepted in performance of the contract REGARDLESS OF CAUSE. It is suggested that the contractor purchase and maintain insurance coverage for such losses and/or damages.

d. The contractor shall mail or deliver the Certificate of Insurance using the following address format:

Army and Air Force Exchange Service  
Attention: **(PL-Z: Williams / ATD-12-010)**  
3911 South Walton Walker Blvd.  
Dallas, Texas 75236-1598  
^~^~^~^~^~^ End of Exhibit ^~^~^~^~^~^

## **EXHIBIT G GLOSSARY**

1. **Assets** -The items on a balance sheet or asset listing showing the book value of property owned that have not been fully depreciated.
2. **Asset Classification** -Assets are classified per Army Regulation 215-1, Military, Morale, Welfare and Recreation Programs and Non-appropriated Fund Instrumentalities, 6 October 2008.
  - a. **Class A** - Mission sustaining programs (non-fee). Note: EXCHANGE ISP would not accomplish any services under this category
  - b. **Class B** - Community support programs (mixed "for-fee" and non-fee). Note: EXCHANGE ISP would only accomplish the "for-fee" services under this category
  - c. **Class C** - Revenue generating programs ("for-fee"). Note: EXCHANGE ISP would accomplish all "for-fee" services under this category.
3. **Advanced Telecommunications Division** - This is the EXCHANGE commercial telecommunications support group.
4. **Cash Flow** - Equals cash receipts minus payments over a given period of time: or equivalently, net profits plus amounts charged off for depreciation, amortization and write off of dated or non-functional assets or equipment. Inflows and outflows of income as revenues and expenses caused by the operations of a business and reflected in its income statement.
5. **CAT A. B. C**- Different designations of MWR activities classified upon their funding source and mission. CAT C facilities are generally profit generating locations, where CAT A is appropriated fund supported and not allowed to generate revenue.
6. **Cloud DVR** - Saving TV shows in the service provider's datacenter rather than on the customer's digital video recorder (DVR). A local DVR has a hard drive storage limit and generally only two tuners, therefore movies must be occasionally deleted to create space, and only one program can be recorded if another is being watched at the same time. A cloud DVR exceeds these limitations, enabling customers to store more content and record more shows that air at the same time.
7. **Contention Ratio** - is the ratio of the potential maximum demand to the actual bandwidth. The higher the contention ratio, the greater the number of users that may be trying to use the actual bandwidth at any one time and, therefore, the lower the effective bandwidth offered, especially at peak times.
8. **Distributed Antenna System (DAS)** - is a way to deal with isolated spots of poor coverage inside a large building by installing a network of relatively small antennas throughout the building to serve as repeaters. The antennas are physically connected to a

central [controller](#) which is connected to the wireless [carrier network](#)'s base station. Because distributed antenna systems operate on [RF spectrum](#) licensed to wireless carriers, an enterprise cannot undertake a DAS deployment on its own without involving at least one carrier.

9. **Dividends** - Dividend is the amount EXCHANGE and/or FMWRC pays to support local installation or Morale Welfare and Recreation programs or the central MWR fund. For ARMP PIS operations, 35% of top line revenue is distributed to local garrisons.

10. **EXCHANGE** – The Army Air Force Exchange Service

11. **FMWRC**- Family and Morale, Welfare and Recreation Command

12. **Family and Morale. Welfare and Recreation Command Information Systems** -This is an:

a. Army telecommunication support program that provides support for FMWRC mission systems. It may also be used for locations which provide Internet, TV, and voice support for locations in which end users do not pay a fee. An example is the garrison library which is required to provide internet to its patrons as a part of its mission. This program provides primarily free Internet services and FMWRC communications and program support. This is a FMWRC owned and operated program, which is implemented through ARMP operations.

- **Eunctjon** - An assigned duty or activity for which a person or thing is particularly fitted.
- **Greenfield** - Greenfield sites are defined as existing or future Army, Air Force and National Guard, and other underserved OCONUS locations, which are not currently served by ATD-contracted internet providers.

13. **Gross Revenue** – all income (at invoice values) received from the sale of goods and services that does not include customer discounts or returns, operating expenses, cost of goods sold, payment of taxes, or any other charge.

14. **Infrastructure** – copper line or fiber connectivity from the Installation Main demarcation point to nodes, between nodes, and from nodes to end-user buildings where PIS internet services are provided. The infrastructure is typically provided by the NEC or commercial telecommunications provider.

- **Installation** - The term used to describe a military base or military garrison.

15. **Internet Protocol Television (IPTV)** - is a system through which television services are delivered using Internet Protocol on a closed, encrypted network, instead of being delivered through traditional terrestrial, satellite signal, and cable television formats.
16. **Morale Welfare and Recreation (MWR)** -This is a program funded by payments from non- appropriated fund entities such as FMWRC and the EXCHANGE. MWR mission: to serve the needs, interests and responsibilities of each individual in the Army community for as long as they are associated with the Army, no matter where they are.
17. **Permanent Fix** - Issue is resolved with fully integrated and certified solution exhibiting quality standards greater or equal to levels prior to incident.
18. **Personal Information Services (PIS)** - Intended to provide personal information services to authorized patrons for personal use. Personal information services include, but are not limited to, Internet, telephone, and television access via any delivery method such as wire-line or wireless.
19. **Remediate** - Patch or work around in place to restore service to effected areas. Some workarounds will not be the permanent solution and as such may not adhere to standards expected in a fully integrated solution. Service, however will be restored with a level of performance comparable to levels prior to incident.
20. **Resources** - In project management terminology, resources are required to carry out the project tasks. They can be people, equipment, facilities, funding, or anything else capable of definition (usually other than labor) required for the completion of a project activity.
21. **Service Level Agreement – (SLA)** – a service contract where the level of service/performance is formally defined.
22. **Transfer**- move ownership of assets and program from one organization to another.
23. **Video On Demand – (VOD)** systems which allow users to select and watch/listen to video or audio content on demand. IPTV technology is often used to bring video on demand to televisions and personal computers.
24. **Voice over Internet Protocol – (VOIP)** is a methodology and group of technologies for the delivery of [voice communications](#) and [multimedia](#) sessions over [Internet Protocol](#) (IP) networks, such as the Internet. Other terms commonly associated with VoIP are *IP telephony*, *Internet telephony*, *voice over broadband (VoBB)*, *broadband telephony*, *IP communications*, and *broadband phone service*.
25. **WIFI Hot Spot** –Wireless Internet access location generally without computer

terminals in which a patron uses a portable computer to connect to the internet. The locations are provisioned with access points which connect to a computer using wireless technology.

26. **Wireless Bridge** - a hardware component used to connect two or more network segments (LANs or parts of a LAN) which are physically and logically (by protocol) separated.
23. **WTU- Warriors Transition Unit** - A DOD program which provides for medical care and treatment of wounded soldiers returned to their home base while receiving medical care. Through Appropriated Funding (APF), ARMP provides support for these locations. This support takes the form of provisioning of Internet, TV and telephone (cellular or landline) support to this program free of charge to the end user.

# Statement of Work

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## 1. SCOPE

A. The Vendor shall implement a turnkey, integrated wireless design and solution to provide “for-fee” retail customer telecommunication services, independent of any in-ground infrastructure used to deliver service. Vendor shall provide unlimited coverage within the installation. Vendor shall provide coverage in other buildings besides the barracks buildings in each installation where significant numbers of customers congregate with their mobile devices. Installation at these common area hotspots will be at the Vendor’s expense, and selection of these buildings for coverage will be mutually agreed upon. Services offered at these locations will be “for-fee” and identical to the services and plans offered in barracks. Customers will purchase prepaid services with no contract, no sign-up fees, and no cancellation or early termination charges. Vendor shall be capable of providing the full range of services contemplated in the contract throughout the period of performance. The Vendor shall provide the following turnkey services to the end user:

1. High-Speed Wireless Internet
2. IPTV/VOD Video and Programming Packages
3. Telephone (VOIP)
4. Mass Notification Services

B. As part of the scope of implementing a turnkey, integrated wireless design and solution, the Vendor shall provide Distributed Antenna System services (DAS) as requested by installations, and mutually agreed on between the Installation, cellular carriers, and Boingo. A DAS system solves cellular connectivity capacity and coverage issues in large venues such as sports stadiums allowing all cellular users within a venue to have access to quality cellular connectivity with limited interference. A unified base-wide wireless service, to include DAS, solves for all three services; Wi-Fi, IPTV and Cellular enhancement.

## 2. TECHNICAL – Design, Performance and Monitoring, Speed, Bandwidth

### 2.1 Network Design Solution

A. Vendor shall use commercially reasonable efforts to provide their design for Wi-Fi Internet and IPTV throughout an Installation, to end users in “for-fee” residential barracks to include common areas such as day rooms, but also bridge radios between

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Requirements and Specifications

buildings. Coverage for public locations (i.e. Hot spots in recreation centers, bowling alleys, golf courses, Exchange food courts and other dining locations) shall be mutually agreed upon between the Exchange, Vendor, and installation to maximize portability and connectivity.

- B. The uniqueness of this technology is the ability to allow customers to roam seamlessly onto Vendor's network of Wi-Fi Hotspots for WI-Fi service in areas outside of the installations, such as airports, train stations, hotels, restaurants, etc. This is not intended to provide customers with high-speed Wi-Fi and IPTV outside of the installation, but allow them to roam easily to these other locations and take advantage of the service provided at such locations, without additional payment.
- C. The Vendor shall build and maintain, at its own expense, an integrated Wi-Fi and IPTV network, using dedicated access bandwidth to the Installation, to deliver service wirelessly to individual end users/customers. Vendor's network shall be "VoIP capable" for barracks; however will not provide a specific VOIP application. Commercial VOIP services, i.e hotels, shall have a full VoIP solution, including phones. Vendor's plan shall include a solution for managing multiple devices and limiting Internet sharing.
- D. The Vendor shall include in its design all hardware, software, personnel, tools, and equipment required to deliver, install, place into operation, and maintain a commercial high speed Internet and IPTV system and provide wireless infrastructure (connectivity between buildings).
- E. Vendor and Installation shall mutually agree on locations for Vendor equipment, within and around facilities. Vendor shall be responsible for mounting and securing equipment within rooms, and each installation shall provide ongoing power using pre-existing power outlets. Any additional power circuits, climate control, or electrical engineering required by Vendor for its equipment shall be installed by Vendor according to commercial and military regulations.
- F. The Vendor shall submit a complete system design for each Installation ordered under the contract.
  - 1. Upon request for services by each installation, Vendor shall conduct a preliminary (Level 1) on-site survey, thereafter providing a preliminary detailed (Level 2) site survey. The preliminary site survey shall result in an initial design, showing all covered buildings on a map, with proposed point-to-point wireless links to serve those buildings. This preliminary design shall be provided to the Exchange Business

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Requirements and Specifications

Program Manager for review and contracting officer for approval. Such approval shall include:

- a) use of any existing buildings, towers or other vantage points for mounting of bridge radios
  - b) frequencies proposed for use by wireless systems on the installation
  - c) location of commercial fiber demarcation points acceptable for use by Vendor
2. Upon approval of the preliminary design, Vendor shall devote significant on-site resources, including cabling company and engineers, to conduct a detailed (Level 2) site survey within buildings. The Level 2 design shall include proposed locations of equipment to be utilized, cable routes, bridge radio mounting locations and proposed power taps for equipment.
  3. If full Notice to Proceed is provided by the installation, pending approval of designs, then Level 1 and Level 2 surveys and designs may be completed in parallel, by mutual agreement.
  4. If the installation does not approve the design document, the Vendor shall notify the Exchange within 5 calendar days.
  5. Vendor shall clearly request a waiver to the contract requirements and in no instance take any action to implement a site not in compliance with the contract unless waived. If the Exchange agrees to the waiver, such waiver shall be in the form of an amendment and shall only apply to the design.
  6. Such approvals do not negate the Vendor's obligation to meet the requirements of the contract unless the Vendor notifies and obtains approval from the Exchange Contracting Officer of the conflict.

G. Vendor system design and plans to the Exchange shall include the following:

1. Switches shall support the latest 802.11 technology, and Vendor shall continually evaluate and upgrade equipment as necessary to provide agreed upon service levels in accordance with industry standards. The network design must be adequately documented so that the location and interconnections of all network elements are shown.

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2. The plan should include the number and types of servers, hardware, switches and system components to be utilized.
3. Technical specifications and performance levels for the servers, hardware, and switches and other components shall be provided in the technical section of the design and be sufficient to meet the performance standards in this contract.
4. Plan shall specify the type of cable to be utilized in various segments from demarc location to end user location. Plan should also include the switch locations and specifications.
5. Design shall include Vendor's plan for power failure protection to allow the system at the Network Operating Center to function for a period of at least two hours in the case of total power grid failure.
6. Regarding power protection, Vendor shall include key components for service delivery up to customer devices.
7. When a customer's electrical power is restored, Vendor shall provide customer immediate access to service if the power outage duration is equal to or less than 2 hours.
8. Vendor's design shall reflect how Customers are able to subscribe without bringing their computer to a central location for configuration.
9. The system shall conform to commercial standards for security and privacy.

H. The Vendor shall conduct site surveys and shall include (but not limited to):

1. Process for gaining right-of-way and to gain required permits and licenses to perform the installation.
2. Aerial requirements - physical and wireless
3. Wireless frequencies to be used for any wireless transmissions
4. Intra and Inter-building connectivity:
  - a) Technical solutions (system components, cabling, equipment, demarcation points, etc., to deliver service to the customer) shall include drawings

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showing the proposed location of all facilities and proposed connectivity routes

b) How existing locations would be connected

- I. Vendor shall use HEAT mapping or similar software during site surveys to identify coverage requirements. It is also used to identify current and potentially conflicting transmissions in the new coverage areas. Depending on conflicts found, new equipment will be set to operate on a non-interfering channel. The Vendor shall take responsibility to resolve the conflicts with other provider(s). The Vendor shall engage the Exchange in the event that conflicts still cannot be resolved.
- J. Vendor shall provide a comprehensive Disaster Recovery and Business Continuity plan to address disruptions, power failures, component failures, malicious actions or acts of God, including an off-site disaster and business continuity facility.

**2.2 Network Performance and Monitoring**

- A. Vendor shall provide on-site maintenance, service and repair procedures and SLAs. The Wi-Fi and IPTV service uptime shall be available 99.5% of the time (with the exception of force majeure, routine maintenance and planned power outages by the installation).
- B. Vendor shall provide details regarding the monitoring of the network, including policies, procedures, hours of operation and levels of monitoring.
- C. Vendor shall provide details regarding the collection and maintenance of service logs.
- D. Vendor shall provide notification policies and communication process regarding scheduled maintenance/service outages.
- E. Vendor shall be in compliance with the US National Electric Code (NEC), the National Fire Protection Association (NFPA) 70, and be in compliance with all applicable safety and security measures required by the Military Installation for all Vendor-furnished electrical equipment and any electrical work performed by the Vendor or its sub-vendor.
- F. The Vendor shall be responsible for all maintenance, upgrades of infrastructure, equipment and software required to meet the performance standards of the contract. Maintenance and upgrades shall include all parts, labor and tools. Upon learning that any portion of the system is not functional, the Vendor shall assure resolution is completed

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expediently. Vendor shall provide details regarding the operation and processes of the following:

1. On-site maintenance, trouble-shooting, replacement, and repair of the network
2. Management of parts inventory for rapid replacement
3. Automated trouble ticket system (process and timelines):
  - a) Ticket establishment, monitoring and analysis
  - b) Severity levels and escalation
  - c) Identifying repetitive problems and implementing corrective action
  - d) Get well plans

G. Vendor shall provide weekly network monitoring reports available to the Exchange accessible in a customizable format via electronic mail of the following to the Exchange (Reference Exhibit H, Attachment 1 for sample reports):

1. System bandwidth utilization
2. Bandwidth graph
3. System outage reports
4. Trouble call summaries to include type of trouble and location
5. Subscriber counts by service and plan, building and location (on- and off-installation)
6. Ability to create ad hoc reports as reasonably requested

H. Vendor shall provide weekly reports by email to aid in monitoring SLA and metrics such as (but not limited to) such reports shall be mutually agreed upon by the parties:

1. Actual Throughput (Vendor will use best efforts to provide this within 120 days of service launch)
2. Bandwidth Utilization
3. Network Availability and Uptime
4. Mean time to repair
5. Open tickets
6. Number of users by service and tier
7. Test accounts for performance evaluation during visits to the Installations. One test account for each ATD PM

I. At the request of the installation, the Vendor shall be able to immediately isolate their systems from the Internet. Installation directed shutdowns do not count towards the overall uptime. The request to turn the service off or on is at the sole discretion of the

**EXHIBIT H**  
Requirements and Specifications

installation based on operational needs. The Vendor shall immediately comply with the installation direction and notify the Exchange Business Program Manager at the earliest opportunity of actions taken. Vendor shall invoke mass notification system in compliance with any Command directive pertaining to installation directed shutdowns.

- J. Should the installation require the establishment of an encrypted secure tunnel from the installation, the Vendor shall be required to change its system accordingly. In such instance, the price to the customer shall be re-negotiated at the request of the Vendor. The Exchange and the government will not be responsible for any capital costs, investment losses, or other costs.
- K. The Vendor shall coordinate and implement applicable Anti-Terrorism/Force-Protection (AT/FP) measures on site consistent with Installation criteria.

**2.3 Connection Speed**

- A. Vendor shall provide guaranteed minimum and maximum internet download/upload speeds and guaranteed minimum standard and HD IPTV programming channel quantities for each installation. See example below.

**Summary of Service Level Required:**

<b>REQUIRED</b>	<b>Minimal Spec</b>
<ul style="list-style-type: none"> <li>• Download Speed</li> <li>• Upload Speed</li> <li>• Network Availability</li> <li>• Network Latency</li> <li>• Network Monitoring</li> </ul>	Detailed below Detailed below 99.5% < 50ms 24x7 ~ 365

**B. 30MBPS Plans**

Minimum Download Speed – 25 Mbps with an 802.11n, dual-band, 3x3 client, within the designed coverage area (barracks rooms/lounges and specified common areas), minimum 20 dB SNR to maintain appropriate data rate to meet throughput demand, no more than 8 concurrent users/per AP, and user’s account has specific service/product tier that offers highest service/product level with a maximum of 30 Mbps download; measured within the local base network.

Minimum Upload Speed – 10 Mbps with a 802.11n, dual-band, 3x3 client, within the designed coverage area (barracks rooms/lounges and specified common areas), minimum 20 dB SNR to maintain appropriate data rate to meet throughput demand, no more than 8

**EXHIBIT H**  
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concurrent users/per AP, and user's account has specific service/product tier that offers highest service/product level with a maximum of 20 Mbps upload; measured within the local base network.

**C. 5MBPS Plans**

Minimum Download Speed – 4.5 Mbps with an 802.11n, dual-band, 3x3 client, within the designed coverage area (barracks rooms/lounges and specified common areas), minimum 20 dB SNR to maintain appropriate data rate to meet throughput demand, no more than 8 concurrent users/per AP, and user's account has specific service/product tier that offers highest service/product level with a maximum of 5 Mbps download; measured within the local base network.

Minimum Upload Speed –3 Mbps with a 802.11n, dual-band, 3x3 client, within the designed coverage area (barracks rooms/lounges and specified common areas), minimum 20 dB SNR to maintain appropriate data rate to meet throughput demand, no more than 8 concurrent users/per AP, and user's account has specific service/product tier that offers highest service/product level with a maximum of 3Mbps upload; measured within the local base network.

**D. 128Kbps Plans**

Minimum Download Speed – 100 Kbps with an 802.11n, dual-band, 3x3 client, within the designed coverage area (barracks rooms/lounges and specified common areas), minimum 20 dB SNR to maintain appropriate data rate to meet throughput demand, no more than 8 concurrent users/per AP, and user's account has specific service/product tier that offers highest service/product level with a maximum of 128Kbps download; measured within the local base network.

Minimum Upload Speed –56Kbps Kbps with a 802.11n, dual-band, 3x3 client, within the designed coverage area (barracks rooms/lounges and specified common areas), minimum 20 dB SNR to maintain appropriate data rate to meet throughput demand, no more than 8 concurrent users/per AP, and user's account has specific service/product tier that offers highest service/product level with a maximum of 78kpbs upload; measured within the local base network.

**2.4 Bandwidth**

- A. The Vendor shall provide, on a plan by plan basis, the different types of bandwidth service levels offered to customers and the process used to guarantee the level of bandwidth utilization. The vendor shall provide a solution acceptable to the Exchange Contracting Officer and Business Manager within a timeline mutually agreed on between

## EXHIBIT H Requirements and Specifications

the Vendor and the Exchange should the bandwidth utilization fall below the guaranteed service levels identified in this contract.

- B. All bandwidth shall be dedicated to serving authorized customers only. Vendor shall provide details regarding their customer fair use policy in managing excessive bandwidth usage.
- C. Devices per subscriber/account: Vendor shall allow a maximum of 3 devices per subscriber/account to be concurrently active on the network. Vendor shall provide Subscribers with instructions on how to add MAC addresses to their account.
- D. Maximum Latency metric – Vendor shall ensure maximum internal latency on WLAN/LAN is <50 ms
- E. For fiber bandwidth (per Access Circuit at each Installation), if peak utilization exceeds 80% in the 95% distribution interval on a monthly basis, Boingo shall increase the bandwidth (we are excluding any outlier use cases/anomalies, which is 5% per Telco fiber policy).

### **2.5 Coverage**

- A. Vendor shall provide plans to implement account portability, which includes use of accounts:
  - 1. Between all buildings on a single installation connected to the Vendor network.
  - 2. Between military installations within the same Vendor network.
  - 3. Outside military installations for Wi-Fi service (connection speeds outside of military installations may vary).
- B. Vendor shall provide data which demonstrates their ability to cover green field/expansion opportunities and requests for Internet service as they come up.

### **2.6 Scalability**

Vendor shall continually evaluate new technologies and install the latest, most effective wireless equipment. Vendor shall provide a refresh plan within 3 years of service commencement.

### **2.7 Vendor Performance Evaluation**

The Exchange shall conduct quarterly Vendor performance evaluations, from an agreed-upon scorecard methodology, based on contract metrics/SLA criteria.

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**3. SPEED TO MARKET**

- A. Vendor shall be able to implement multiple Installations simultaneously, with priority given to expiring contract locations listed below. The order for service to all thirteen (13) locations shall be effective upon contract award and must be implemented by 20 Feb 2014. Service to Exchange contract locations expiring 8 Nov 2015 will be ordered upon implementation of the thirteen installations.

Fort Benning	Fort Drum	Fort Irwin	Presidio
Fort Bliss	Fort Eustis	Fort Leonard Wood	
Fort Campbell	Fort Gordon	Fort Stewart	
Fort Carson	Fort Huachuca	Hunter AAF	

**3.1 Project planning and implementation resources, and Maintenance and troubleshooting resources**

- A. Vendor shall not build out, expand, implement, or deploy any services without the approval of the Exchange Contracting Officer and concurrence of the Business Program Manager.
- B. The Exchange grants concessionaire a nonexclusive concession to operate the services outlined in this contract. However, the Exchange will grant the concessionaire the right of first refusal to provide services as listed in the contract. If the concessionaire declines, or cannot meet the Exchange' terms for provision of these services, the Exchange may elect to provide service with another firm. Services ordered for the thirteen (13) contract locations listed in Exhibit H, Para 3A, to include the Exchange locations expiring 8 Nov 2015, are mandatory and does not include the right of refusal.
- C. Vendor shall conduct ongoing weekly account status meetings with the Exchange and/or installation management; and monthly meetings with key Exchange executives, as appropriate.
- D. Vendor shall provide comprehensive project plans to the Exchange on a weekly basis, to include a Critical Path Map (CPM) (or similar planning document) down to subtask level for each installation, which rolls up to the overall project plan (all installations).
- E. The Vendor shall include timelines for implementation, including testing/cutover for each location.
- F. The Vendor shall provide details of successful installation of the network to service all buildings on or before the required completion date of each phase. Vendor shall provide plan for implementing multiple sites simultaneously.

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- G. Vendor shall be able to coordinate directly with Installation Command representatives.
- H. Vendor shall provide written reports of implementation progress for each installation, including highlights of any issues and/or obstacles that may affect the ability for Vendor to meet the implementation timelines.
- I. Vendor shall perform site surveys at each Installation prior to implementation to ensure readiness of site preparations. Vendor shall bear the costs of any Vendor incurred expenses for site surveys conducted.
- J. Vendor shall provide details regarding processes in accomplishing trouble restoration by trouble call level to include (but not limited to):
  - 1. Problem
  - 2. Cause of the problem
  - 3. Reason for repair delay
  - 4. Estimated time of repair completion
  - 5. Updates and communication process
- K. Vendor shall provide Weekly reports for trouble tickets which will include:
  - 1. Issues
  - 2. Symptoms
  - 3. Severity level
  - 4. Troubleshooting
  - 5. Resolution
- L. Vendor shall provide policies and processes for adjusting customers' accounts due to service interruptions and outages. Downtime outside the control of the Vendor (such as force majeure and planned outages by the installation) shall not count towards the customer refund period.

**4. CUSTOMER SERVICE**

- A. The Vendor shall provide details of processes for the following:
  - 1. Customer Sign Up
  - 2. Billing
  - 3. Customer's ability to subscribe and re-subscribe online by credit/debit card
  - 4. Settlement of account issues
  - 5. Payments
  - 6. Account adjustments
- B. The Vendor shall be required to pay the Exchange the agreed upon fee for all sales made under this contract, regardless of any unbillable or uncollectable customer charges due to billing failures, errors, or rejections by any credit card company.

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- C. The Vendor shall provide billing processes for customer orders, billing statements and payments. Vendor shall also provide weekly transaction and subscriber reports and a monthly sales and settlement report of fees paid to the Exchange. The report should include Installation Name, Sales, Subscriber Count, and Service Plans for each product. Exchange shall provide Vendor with a sample settlement report. Reference Exhibit E, Attachment 2 and 3 for sample reports.
- D. Vendor shall be able to accept all major credit cards and the Exchange Military Star Cards for products and services.
  - 1. Vendor shall be responsible for the payment of any fees, charge backs, and other arranged costs levied by the charge card issuing companies.
  - 2. Vendor shall allow the customer to deactivate service and allow for the termination of term contracts without penalty, as a result of deployment or PCS.
- E. Vendor shall not charge the customer for moves from one dwelling to another on base or between installations/bases.
- F. It is a requirement of the Exchange that the Vendor maintain customer and transaction records, (i.e. address, phone number, email, demographic information, etc.), as well as purchase transaction data for a period of seven (7) years.
- G. Upon request, any non-sensitive or Non-personally identifiable information (PII) shall be made available to the Exchange.
- H. Vendor shall prove ability to enforce safety and physical security procedures with respect to access and maintenance of the Exchange customer data to include safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the Exchange customer data and all other data owned by the Exchange and accessible by the Vendor.
- I. Vendor shall not aggregate, disclose, sell, assign, lease or otherwise dispose of the Exchange customer data to third parties, nor shall Vendor commercially exploit or otherwise use customer and the Exchange data.

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- J. Vendor shall coordinate program policies with the Exchange that impact customer accounts, and obtain Exchange Contracting Officer approval prior to implementing new policies.
- K. Any and all use of Customer Data shall be approved by the Exchange.
- L. Vendor communication with customers via email regarding the status of their account, policy changes or service updates shall not be considered marketing.
- M. Vendor on-site personnel shall be fluent (oral and written) in English. Vendor on-site personnel shall meet all requirements for unescorted installation access.

**4.1 Help Desk and Technical Support**

- A. Vendor shall provide details of their Help Desk and Technical Support system and procedures. Vendor shall respond to customer inquiries from email and social media sites, for the purpose of addressing and expediting issues resolution.
  - 1. The representative that answers the call shall be knowledgeable in technical issues and fluent (oral and written) in English.
    - a) The Vendor shall provide help desk and technical support processes to include, but not limited to:
      - 1) Internet setup/configuration
      - 2) PC settings to ensure customer is connected to the internet
      - 3) IPTV programming set-up/configuration
      - 4) Technical phone support
      - 5) Handling of incoming calls
- B. Vendor is expected to acknowledge:
  - 1. Customer complaints from the Exchange HQ, ATD Business Manager received during normal business hours within 1 hour of receipt (handled by Vendor's Tier 2 customer support)
  - 2. Tier 1 customer complaints received after normal business hours within 1 hour of receipt (handled by Vendor's tier 1 customer support). Written updates regarding status/resolution shall be provided to the Business Manager every four hours during business hours (holidays not included) by Tier 2 customer support, and every twelve hours, during non-business hours by Tier 1 customer support until resolved. Vendor shall provide a report which details the corrective actions and steps to prevent

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reoccurrence. The Tier structure is as follows:

- Tier 1: Initial customer service contact for end user via phone, email or social network monitoring
- Tier 2: Escalation to more technical customer service who can trouble-shoot more difficult issues
- Tier 3: (Depending on the issue):
  - A. Direct to in-venue Field Engineer (for individual customer issues), or
  - B. Network Operations Center (for larger building or venue outages)

C. All customer complaints and claims shall be resolved at the Vendor's expense.

1. In the event a customer requests a refund, Vendor shall issue either a prorated credit or additional access time (dependent on customer rate plan). Typically short-duration (hourly) rate plans are credited with additional access time, while longer plans are refunded. The Vendor shall work with the customer to determine the best refund option.
2. In the event that individual customers are impacted by a service issue, it will be the customer's responsibility to request a refund. The request will be investigated by the Vendor.
3. Any disagreement that cannot be resolved between Vendor and the Customer shall be decided by the Exchange Contracting Officer, whose decision shall be final and not subject to the Disputes clause.
4. If Vendor fails to process complaints and claims timely, the Exchange may, in addition to other rights and remedies available under this contract, settle customer complaints and claims and charge them to Vendor's account.
5. Customer complaints or claims based on merchandise or services sold by a predecessor Vendor shall be referred to the Contracting Officer.

D. Trouble repair SLA's are as follows. This pertains to notification to the Exchange ("NOC to NOC"):

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Requirements and Specifications

Severity 1 - Complete Outage				
Severity 2 - Major Outage: Major Service degradation or loss in > 50% of coverage area single location or group of locations				
Severity 3 - Partial Outage: Major Service degradation or loss in 30%-49% of coverage area				
Severity 4 - Partial Outage: Service degradation or loss in 5%-29% of coverage area				
Severity Level	Inform Within	Remediate	Permanent Fix	Notification
Severity 1	30 minutes	6 Hours	30 Days	All Hours - Phone & Email
Severity 2	2 hours	12 Hours	60 Days	All Hours - Phone & Email
Severity 3	4 hours	24 Hours	90 Days	All Hours - Phone & Email
Severity 4	24 hours	Commercially Reasonable		All Hours Email

- E. "Coverage Area" refers to each Installation. Percentage (%) degradation or outage refers to the total quantity of beds (equivalent to potential subscribers) at each Installation. Outage severity always relates to the amount of subscribers impacted, versus buildings.
  
- F. Customer SLA are customer care inbound, not issues with the network: the SLAs are as follows:
  - 1. 80% of all Tier 1 calls are answered in <=3:00 minutes on a 24X7X365 basis
  - 2. All emails are responded to in <=24 hours
  - 3. If over a week's period (7 calendar days) the percentage of subscribers on any installation that submits a trouble report to Vendor customer service operation increases by 20%, Vendor shall escalate that issue, and explain the increase and/or resolve the issue. In other words, if customer trouble reports increase from 3% to 3.6% in one week (7 calendar days) on an installation, the Vendor is required to escalate to the next level higher in Vendor's management structure to help resolve the issue.
  
- G. Any outage (other than force majeure or planned outages by the installation), will result in a refund of 3x the outage duration. However, support representatives have full authority to grant any refund they deem necessary to fully please the customer. In most cases the only reason for an escalation will be technical, not due to a billing dispute. Given the strong word-of-mouth advertising on base, Vendor shall err on the side of generosity and make sure the customers entire unit hears how pleasant the experience was. Also, any refund of unused time in the service plan shall be prorated and provided immediately.
  
- H. Refunds shall be tracked by the Vendor. When a refund or allocation of compensating access time is processed, Vendor shall send a validating e-mail to the customer's e-mail address.
  
- I. Vendor shall report refunds to the Exchange in monthly financial settlement reports.

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- J. Vendor shall provide an on-line web site for customer ordering by Authorized Exchange Customers only. One portal shall support all installations served. Website should consist of two areas: unsecured and secured.
1. Unsecured side (SPLASH Page) of the Web Site shall include, but not be limited to:
    - a) Authorized Exchange Customer Certification Statement
    - b) General information
    - c) Service information
    - d) Link to sign up for service
    - e) Rates
    - f) Frequently Asked Questions (FAQs)
  2. Secured side of the Web Site shall include, but not be limited to:
    - a) End user agreements, terms of service
    - b) Technical set up instructions
    - c) Payment Options (Include types of credit cards accepted)
    - d) Account balance information on remaining Internet access time
    - e) Ability to update account information
    - f) Setup automatic account renewals
    - g) Ability to change plans
    - h) Contacting customer service for problem resolution
    - i) Frequently Asked Questions (FAQs)
  3. Vendor shall provide information on how market surveys are conducted to ensure offerings are price competitive.

**5. CUSTOMER PLANS AND PRICING**

- A. Vendor shall provide pre-paid (except in the case of Video on Demand/Pay-Per-View services), no-contract pricing. Vendor shall offer customers at minimum, Hourly, Daily, Weekly, and Monthly plans per service tier (speed, bandwidth, TV-programming).
- B. Other service plans, in addition to the Hourly, Daily, Weekly and Monthly service plans shall be offered if the Exchange Contracting Officer approves the plans.
- C. From time to time the Vendor shall offer special promotional rates and packages to customers as incentive to sign-up customers.
- D. Vendor shall not charge customers for switching from one service plan to another, and shall adjust the customer's account for any time remaining on the account. Vendor shall not charge for customer activations, deactivations, moves, etc.

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- E. Vendor shall have the right to increase the prices, to cover increased costs of obtaining such services. Vendor's prices however shall be competitive with prices offered in the local area, exclusive of special promotions. Final decision shall be approved in writing by the Exchange Contracting Officer. Such approval shall not be unreasonably withheld. Vendor shall provide at least thirty days' advance notice to customers of any price increase.

**6. MARKETING**

- A. Vendor shall provide their marketing strategy for addressing three fundamental components; Acquisition, Retention and Win Back. Separate advertising shall be created and applied to each of these strategies.
  - 1. Acquisition: The objective of this primary component is to gain new users on an installation through network expansion, new sites, conversion from competitive providers, or new sales from newly assigned service members. Tools may include new soldier orientation, welcome home packages, customer appreciation days etc. This will include marketing of additional Vendor services to existing customers, as well as any links to, or promotions for, any third-party services/products mutually agreed to.
  - 2. Retention: The Vendor plans to keep current customers engaged, retain their business and reduce churn by continuing to offer outstanding services and bringing customers periodic value added promotions or loyalty rewards.
  - 3. Win Back: If the Vendor does lose customers to on-base competitors, the Vendor shall implement programs designed to "win them back."
- B. All marketing materials shall be approved by the Contracting Officer with concurrence of the Business Program Manager.
- C. Vendor shall provide marketing launch plans (pre- and post-launch), marketing material, including but not limited to outdoor and indoor banners, window decals, posters and flyers. Also included should be on-site events (roadshows), pre- and post-launch, with promotion materials (giveaways), drawings, and print and on-line marketing vehicles as well.

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- D. Vendor shall provide reports detailing advertising effectiveness of promotional campaigns to include analytics and sales lift results for all campaigns. Vendor shall provide frequency and format of such reports.
- E. Vendor shall communicate ongoing Marketing plan to maintain awareness of all telecom service as troops rotate through duty assignments. In addition to awareness advertising, the Vendor shall run periodic promotions that may include price deals, contests or sweepstakes.
- F. Vendor shall execute a minimum of two advertising promotion campaigns annually to be coordinated with the Exchange to cover the Vendor's entire market. Vendor shall provide a sample of a promotion campaign prior to launch.
- G. Vendor shall take advantage of the many cross marketing advertising and promotional opportunities available through the Exchange and MWR. These include base websites for directory listings, the Exchange in-store radio, new soldier orientation presentations and welcome packages, participation in the Exchange semi-annual customer appreciation programs, local installation special events.
- H. Vendor shall bear all costs of the sales promotion program, except promotional signs to be furnished by the Exchange. Promotional items/services shall be comparable to those normally offered by the Vendor and be available in sufficient quantity to meet customer demand. The Vendor may at any time offer voluntary price reductions for limited time periods. The specific promotional items/services, discounts, and promotion schedules shall be determined by written agreement between the Vendor and the Contracting Officer. The agreement need not be in the form of a contract amendment.
- I. The default for third party email marketing communications is OPT OUT. Customers must actively OPT IN. The Vendor shall include a third-party marketing OPT IN option on the account registration page and will adhere to any specific policy regarding email marketing provided by the Exchange. Notwithstanding the above, Vendor may market (via email or otherwise) additional services provided by Vendor, which are relevant to the services currently being provided or to be provided to customers. Marketing of third party splash page links and other third party services and products shall be upon mutual agreement between the Vendor and the Exchange.
- J. With the approval of the Exchange, the Vendor can add another OPT IN selection giving the Vendor and the Exchange permission to send offers regarding 3rd party offers as part of an Advertising and Sponsorship program.

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- K. Links to third party sites and services shall be coordinated with and approved by Exchange Contracting Officer and/or Business Program Manager prior to placing links or advertisements on the Vendor's domain.
- L. Vendor may pursue 3rd party partnerships with other marketers as well as non-profit organizations to enhance the value of their products for service members.
- M. Vendor shall only use customer data to market existing, new or improved services, product bundles, promotions or special offers designed to increase sales.
- N. Vendor shall not use customer data for marketing or any other purposes prior to receiving written consent from the Exchange, except where a previous agreement has been reached in writing with the Exchange.
- O. Instructions for users on how to sign up and basic connection instructions shall be available on both marketing material and online. The Vendor shall comply with Exchange branding guidelines.
- P. Marketing materials shall clearly indicate what services shall be supported by each of the tier levels defined by the Vendor.
- Q. The Vendor shall coordinate program policies with the Exchange that impact customer accounts, prior to implementing new policies.
- R. The Vendor shall implement and post a strict "Privacy Policy" for all users, and comply with the provisions in the contract regarding Privacy. The Vendor shall maintain the privacy of user names, e-mail addresses, customer billing, customer settlement, and other personal information.
- S. Vendor shall not represent in any manner, expressly or by implication that, products or services purchased under this contract are approved or endorsed by any element of the United States Government. Any advertisement, including cents off coupons, by the Vendor which refers to the Exchange shall contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the Exchange.
- T. Vendor shall advertise in media produced primarily for distribution on military installations to authorized customers. Advertising in support of this contract in commercial media not specifically directed towards the military market, when not

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otherwise prohibited by the contract, requires prior review by the ATD Business Program Manager and approval of the Contracting Officer.

- U. Vendor shall accept and process promotions identified and funded by the Exchange (e.g., the Exchange provides coupon for \$10 off Internet service with the purchase of a new computer).
- V. Vendor shall bear all costs of the sales promotion program, except promotional signs to be furnished by Exchange. The specific promotional items/services, discounts, and promotion schedules shall be determined by written agreement between the Vendor and the Contracting Officer. The agreement need not be in the form of a contract amendment.
- W. Vendor shall, upon mutual agreement in writing of the parties, commit additional dollars (up to 1% of gross sales) into a co-op advertising fund to pay for advertising campaigns in cooperation with Exchange and MWR. Vendor shall create and manage such campaigns and Exchange shall match the 1% advertising commitment with in-kind services including but not limited to direct mail, catalogs, tabloids/flyers (circulars), credit card bill stuffers, point-of-purchase materials, give-always, on- installation radio and television, and online media such as email and banner ads on shopmyexchange.com.
- X. Vendor shall partner with the Exchange to implement a co-branded telecom strategy.

**7. SUPPORT TEAM**

- A. The Vendor shall provide details of their support team personnel resources and management structure including roles and responsibilities, escalation path and timelines, and how each team member will be dedicated to support all sites.
- B. Support team personnel shall represent the Vendor with Exchange leadership and military command. The Vendor is responsible for ensuring the technical and customer service personnel are trained and deliver services required to fulfill the requirements of this contract.
- C. Vendor Support Team for each base, during installation and ongoing operation, will consist of appropriate Vendor personnel to accomplish rapid implementation and achieve contractual SLAs. Vendor Support Team could include regional Program Manager, local Project Manager, cabler Project Manager and Engineers. All cable/equipment installation firms will have BICSI certification.
  - 1. Vendor shall provide roles and responsibilities for each dedicated support person. A

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support team typically includes the following:

- a) **Account Manager** – Overall management of the day to day business and addresses high level Exchange and Customer needs. Conducts quarterly business review meetings with the Exchange ATD representatives to discuss strategic plans for increasing service quality.
  - b) **Project Manager(s)** – Turn key manages all phases of the service delivery process for each installation.
  - c) **Site Technician(s)** – Installs, maintains, troubleshoots local Exchange network.
  - d) **NOC Manager** - Monitors and diagnoses problems and degradations in all aspects of the operation to deliver service to the customers at or above the stated performance levels.
  - e) **Finance/Accounting Manager** – Manages monthly payments and settlement reporting to the Exchange. Works with the Exchange Finance/Accounting POC to resolve invoicing issues.
- D. The Exchange shall facilitate the provision of appropriate work space for Vendor Support Team. Such space shall include at a minimum appropriate climate control, and power outlet availability.
- E. Ongoing support of customers (Tier 2 face- to-face support) is accomplished through Field Engineers assigned to each Installation. Vendor shall use a ratio of beds-to-Field Engineer sufficient for a rapid response to customer issues, with a goal of same-day response.
- F. For smaller, remote Installations, Vendor shall provide a Field Engineer with regional responsibility and will provide on-call 24/7 coverage for the Installation.

**8. FINANCIAL – Project, On-going**

- A. The ability to finance the project and on-going operations while supporting fees throughout the contract term.**

Vendor shall provide notification to the Exchange within 90 days of any changes which would lead to a significant impact in contract performance and payment of fees.

- B. The ability to invest in network upgrades**

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Vendor shall provide to the Exchange documentation of Vendor's upgrade/refresh plan that would apply during the contract period; within the first three years after contract award and subsequent to consideration for contract extension.

**9. CONTRACT TRANSITION**

- A. Should actions warrant, transition planning from Vendor to a new service provider at contract locations, planning shall commence 180 calendar days prior to the contract end date. The 180-day notice period shall also constitute the transition period as described in Exhibit H.
- B. During the 180-day transition planning period, Vendor shall work with service provider to disclose all information required to ensure no break in service, including network design layout of all circuits and switch locations throughout the installation, to building and in-building.
- C. During the 180 day transition planning period, Vendor shall guide service provider on site surveys to all locations required to be transitioned, upon reasonable written notice.
- D. During the 180 day transition planning period, the Vendor shall disclose all special logistics, i.e., building/room keys, to the new service provider.
- E. During the 180 day transition planning period, Vendor shall meet with the new service provider at a minimum of once per week via conference call to discuss detailed actions to transition services (overbuild, asset transfer, circuit transfer, etc.). The first meetings shall be during the first business week of commencement of the 180-day transition planning period.
- F. Vendor shall provide all documents pertinent to the transition deemed reasonably necessary by the new service provider and the Exchange, within the first week of the 180 day transition planning period.
- G. Vendor shall provide updates on all transition documents to the Exchange within 24 hours of project completion.
- H. A transition plan reasonably agreeable to both parties shall be finalized by the end of day 90 of the transition planning period to allow for any changes and to ensure a smooth transition of services. The remaining provisions of Section 9 (Contract Transition) shall

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still apply even if the parties do not reach agreement on a transition plan. All vendor expansion, if any, will cease unless approved by the Exchange and mutually agreed upon by both parties.

- I. Vendor shall agree to not disconnect service or issue disconnect notices to Command or Customers in a matter inconsistent with the transition plan agreed to by the parties. All parties agree to 0 tolerance for placing Soldiers at risk for being out of service.
- J. Vendor shall promptly remove all Vendor owned property not purchased by the Exchange, including installed equipment, installed infrastructure, uninstalled equipment, furniture, trade fixtures, tools of the trade and supplies. All such property shall be removed within a commercially reasonable time, mutually agreed upon, after the expiration or termination of this Contract.

**10. COMMUNICATION**

- A. All communication related to an end of contract transition shall be created in partnership with the vendor, the Exchange and the new service vendor. All final, approved documents will be disseminated by the Exchange to Command and all other applicable agencies on the Installation (Exchange Personnel, NEC, DPW, etc.).
- B. Vendor shall represent itself in all manners as a cooperative partner in all transition activity.

# **EXHIBIT H**

## **ATTACHMENT 1**

### **SLA SAMPLE REPORTS**

- **Customer Care Report**  
**Pages 1 through 2**
  
- **Wi-Fi Service Report**  
**Pages 1 though 2**
  
- **Free/Paid Wi-Fi Usage Report:**  
**Pages 1 through 5**

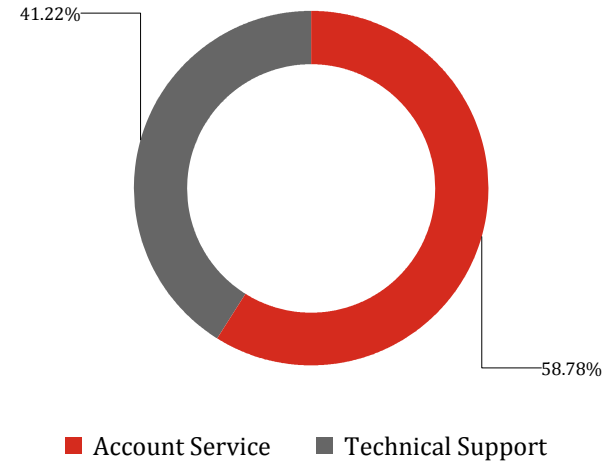
# Customer Care Report

## Summary & Cases by Root Cause: August 2013

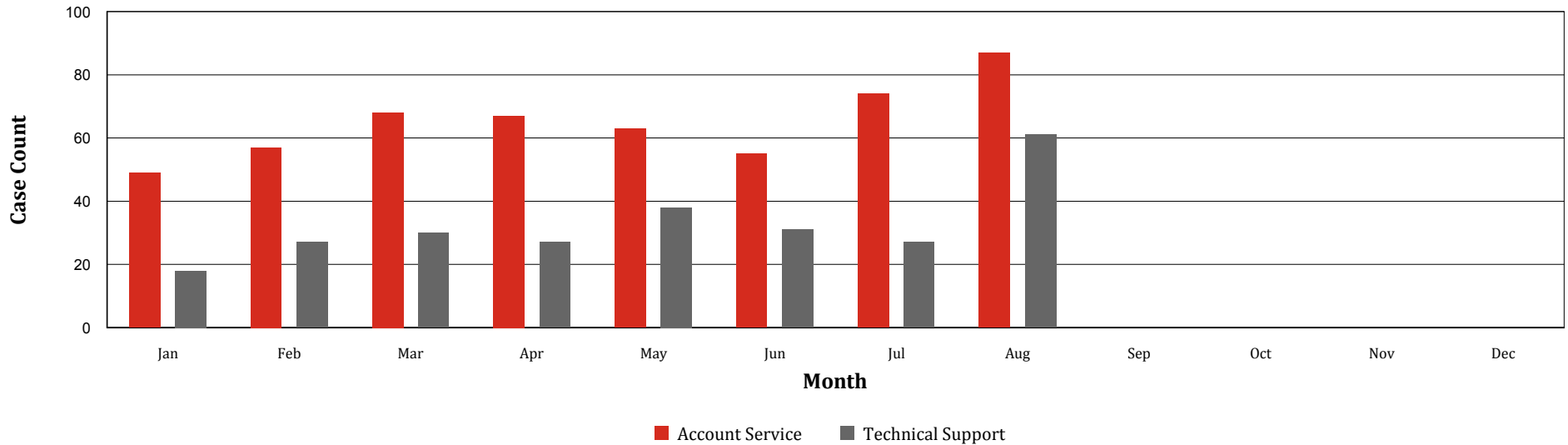
Total Contacts / Closed Cases
148 / 148

Contacts Per 1000 Passengers
0.0315

### Total Contacts by Category



### YTD Cases by Month

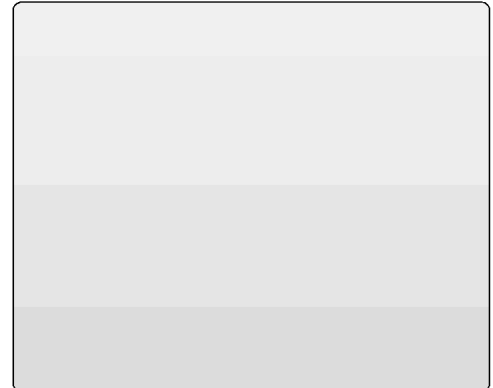
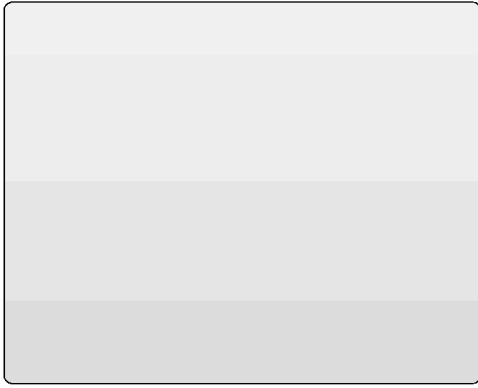


# Glossary

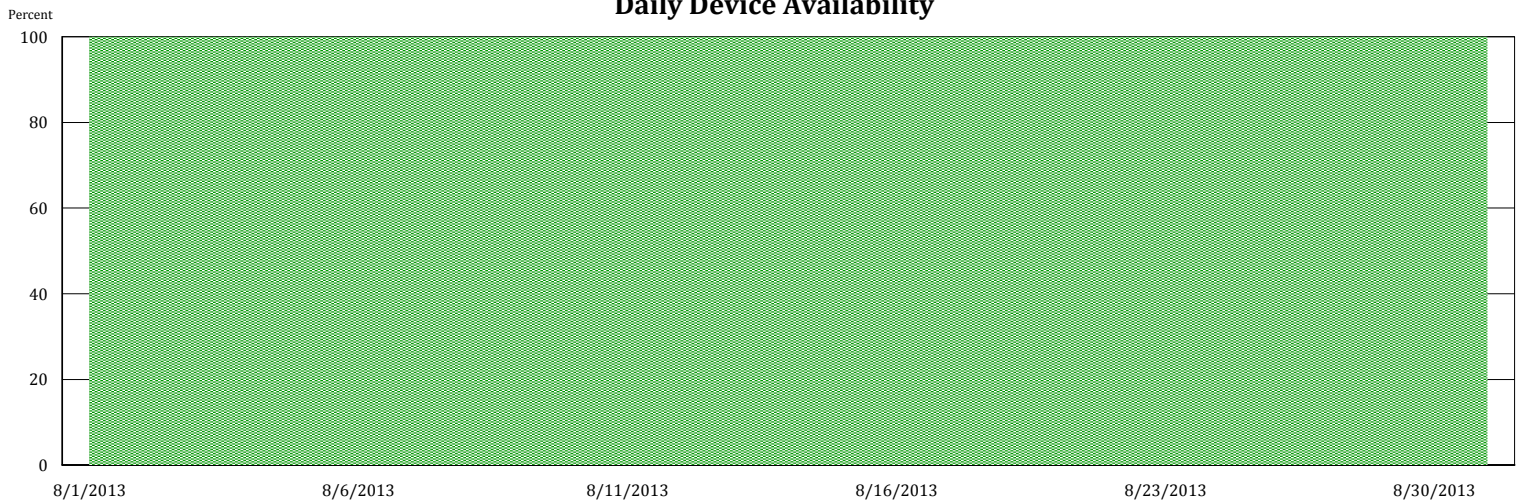
- **Total contacts** - Total customer cases received
- **Closed cases** - Total cases resolved and closed
- **Account service** - Cases related to Boingo service (username, password reset, upgrade/downgrade, invoice request, billing, cancellation, etc.)
- **Technical support** - Support cases for Boingo client applications, website, connection issue, login issue, etc.
- **Contacts Per 1000 Passengers** -  $(\text{Total Contacts} * \text{Total Passengers}) / 1000$

# Wi-Fi Service Report

## Monthly Service Vitals: August 2013



### Daily Device Availability



### Daily Service Availability



## Network Equipment Vitals

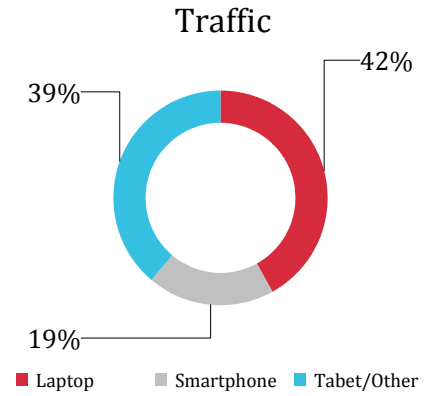
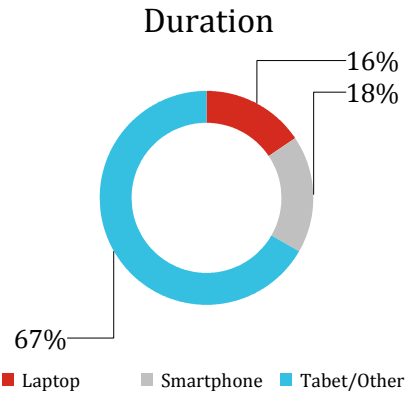
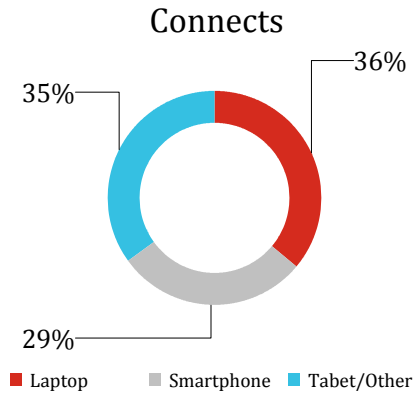
Network Equipment	Uptime	Downtime	Service Availability
network_equipment_hsgw*	31d 0h 0m	0d 0h 0m	100.00%
network_equipment_hsgw*	30d 23h 53m	0d 0h 6m	99.99%

- **Uptime** - Time in which the network equipment is up and available
- **Downtime** - Time in which the network equipment is down and unavailable
- **Peak bandwidth utilization** - The monthly percent of peak bandwidth (data consumption) used
- **95% percentile utilization** - The monthly percent of total bandwidth (data consumption) used at the 95th percentile
- **Average device availability** - The monthly average percent uptime based on maximum uptime for all devices
- **Daily device availability** - The daily average percent uptime based on maximum uptime for all devices
- **Daily service availability** - The daily average percent uptime for all network equipments

Note: The maximum bandwidth for this venue is 100 megabytes downstream.

# Free Wi-Fi Usage Report

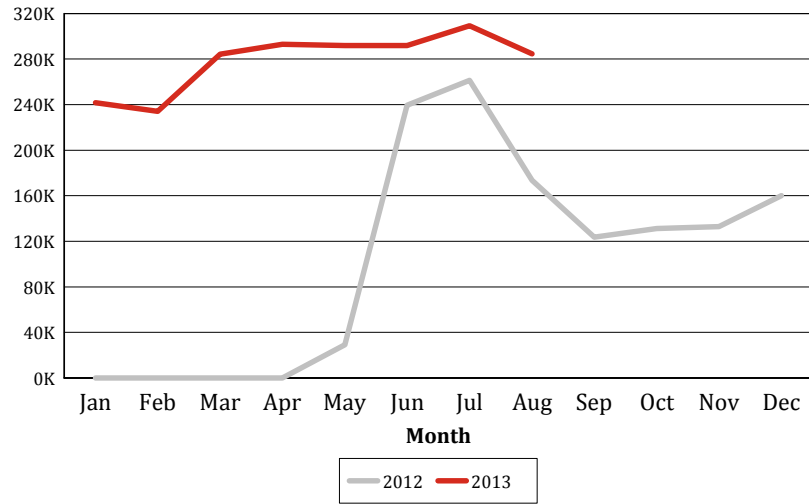
## Usage by Device Type



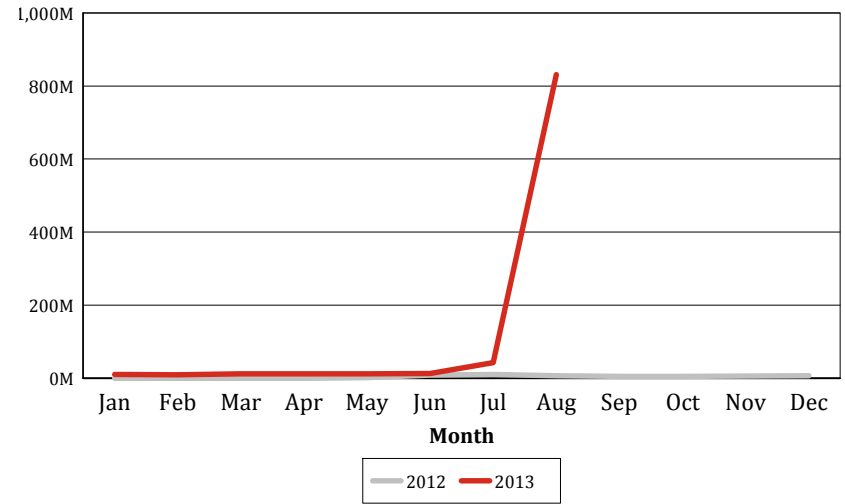
Monthly Usage	YTD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Connects</b>									
Laptop	806,127	109,271	103,425	128,464	127,413	126,630	109,077	54,033	47,814
Smartphone	641,815	80,611	77,786	93,545	101,948	100,115	92,764	49,637	45,409
Other	782,917	51,849	52,946	62,444	63,739	65,139	89,948	205,545	191,307
<b>Total</b>	<b>2,230,859</b>	<b>241,731</b>	<b>234,157</b>	<b>284,453</b>	<b>293,100</b>	<b>291,884</b>	<b>291,789</b>	<b>309,215</b>	<b>284,530</b>
Avg connect per day	8,647	7,798	8,363	9,176	9,770	9,726	9,726	9,975	9,178
<b>Duration (Min)</b>									
Laptop	30,189,983	4,016,197	3,809,680	4,881,826	4,732,997	4,749,625	4,055,953	2,038,107	1,905,598
Smartphone	28,052,081	3,437,847	3,276,407	4,072,245	4,429,026	4,319,954	4,073,774	2,146,372	2,296,456
Other	36,837,439	2,420,995	2,463,999	2,969,735	3,049,190	3,076,958	4,198,153	8,993,397	9,665,012
<b>Total</b>	<b>95,079,503</b>	<b>9,875,039</b>	<b>9,550,086</b>	<b>11,923,806</b>	<b>12,211,213</b>	<b>12,146,537</b>	<b>12,327,880</b>	<b>13,177,876</b>	<b>13,867,065</b>
Avg min per connect	43	41	41	42	42	42	42	43	49
<b>Traffic (MB)</b>									
Laptop	24,894,962	3,358,420	3,074,088	4,222,048	3,859,471	4,096,057	3,429,403	1,588,154	1,267,321
Smartphone	11,406,944	1,412,749	1,382,469	1,701,294	1,867,716	1,891,275	1,715,143	771,839	664,459
Other	23,143,184	1,604,440	1,666,953	2,011,040	2,052,394	2,105,998	2,709,781	5,944,819	5,047,759
<b>Total</b>	<b>59,445,090</b>	<b>6,375,609</b>	<b>6,123,510</b>	<b>7,934,382</b>	<b>7,779,581</b>	<b>8,093,330</b>	<b>7,854,327</b>	<b>8,304,812</b>	<b>6,979,538</b>
Avg MB per connect	27	26	26	28	27	27	27	27	25
<b>Total Users</b>									
New	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Existing	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Unique	1,578,893	175,082	165,477	199,386	199,565	204,709	208,942	219,382	206,350
Avg connects per user	1.4	1.4	1.4	1.4	1.5	1.4	1.4	1.4	1.4
Avg duration per user	60	56	58	60	61	59	59	60	67
Avg traffic per user	38	36	37	40	39	40	38	38	34

# Free Wi-Fi Usage Report

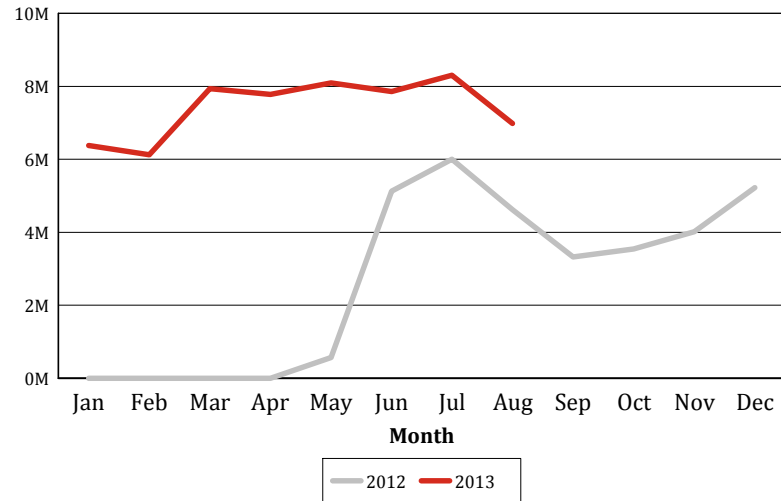
## Connects



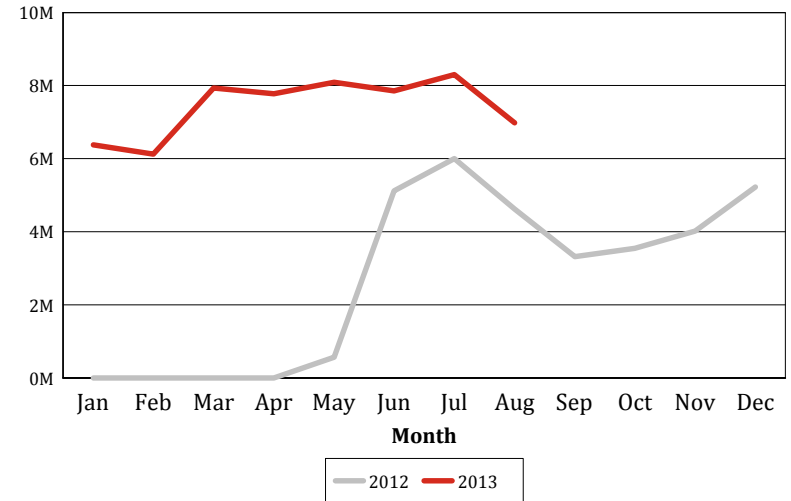
## Duration (Min)



## Traffic (MB)



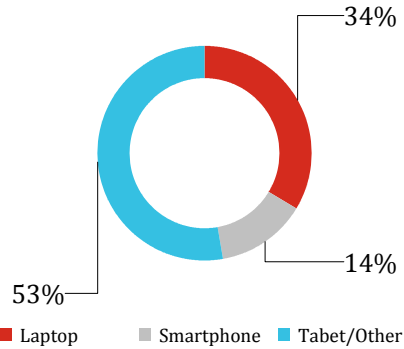
## Users



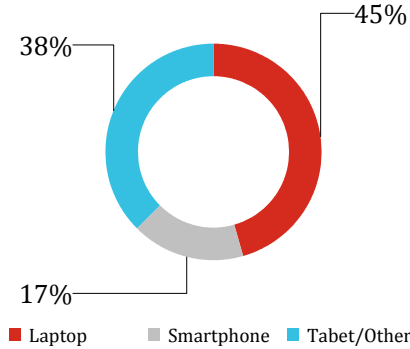
# Paid Wi-Fi Usage Report

## Usage by Device Type

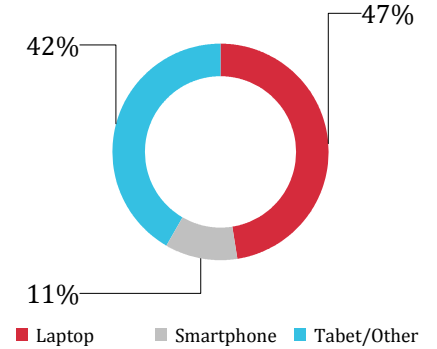
### Connects



### Duration



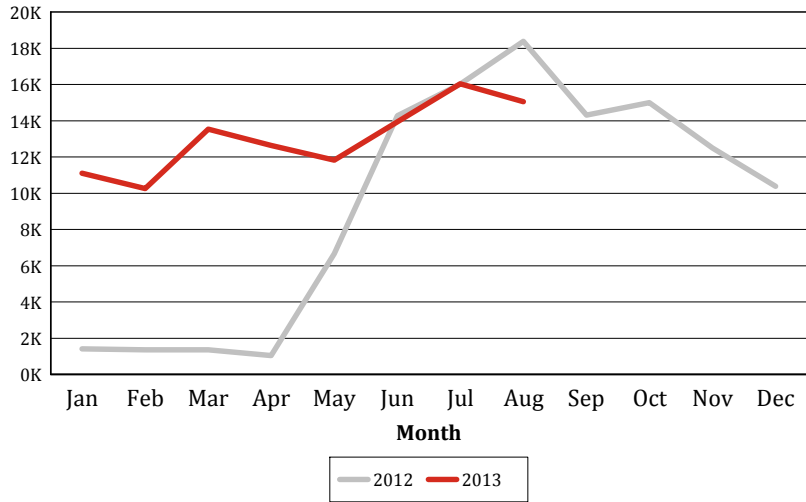
### Traffic



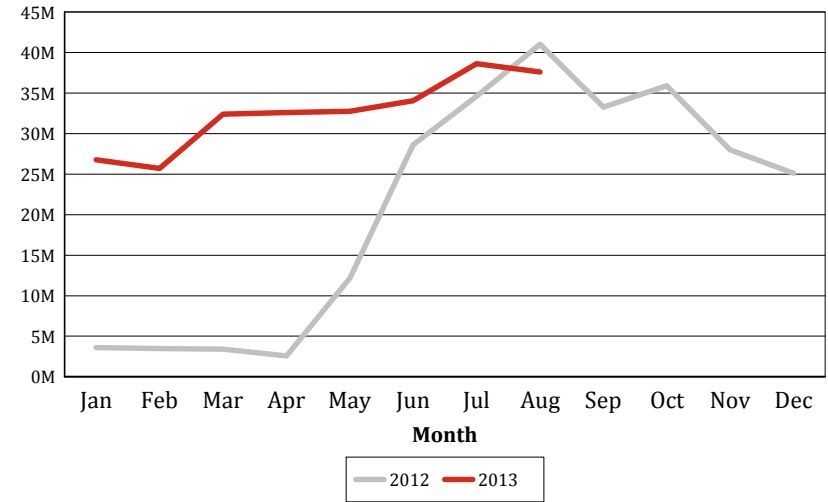
Monthly Usage	YTD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Connects</b>									
Laptop	35,019	4,476	4,347	5,347	5,320	4,837	3,908	3,433	3,351
Smartphone	14,431	1,780	1,716	1,904	2,040	1,982	1,886	1,586	1,537
Other	54,984	4,850	4,195	6,285	5,282	5,017	8,160	11,026	10,169
<b>Total</b>	<b>104,434</b>	<b>11,106</b>	<b>10,258</b>	<b>13,536</b>	<b>12,642</b>	<b>11,836</b>	<b>13,954</b>	<b>16,045</b>	<b>15,057</b>
Avg connect per day	405	358	366	437	421	465	465	518	486
<b>Duration (Min)</b>									
Laptop	1,973,828	220,839	214,919	279,539	287,318	290,029	246,973	221,783	212,428
Smartphone	739,949	85,952	84,357	90,634	95,499	98,702	102,542	90,123	92,140
Other	1,628,359	139,531	129,150	169,883	160,698	157,166	217,981	332,052	321,898
<b>Total</b>	<b>4,342,136</b>	<b>446,323</b>	<b>428,426</b>	<b>540,056</b>	<b>543,515</b>	<b>545,897</b>	<b>567,496</b>	<b>643,959</b>	<b>626,466</b>
Avg min per connect	42	40	42	40	43	41	41	40	42
<b>Traffic (MB)</b>									
Laptop	2,562,857	292,992	273,093	415,577	395,329	372,680	304,700	257,737	250,749
Smartphone	587,265	77,807	75,493	75,920	92,131	77,301	75,753	57,206	55,654
Other	2,247,358	195,950	199,449	273,799	256,703	231,230	245,433	430,619	414,175
<b>Total</b>	<b>5,397,480</b>	<b>566,749</b>	<b>548,034</b>	<b>765,296</b>	<b>744,162</b>	<b>681,210</b>	<b>625,886</b>	<b>745,562</b>	<b>720,578</b>
Avg MB per connect	52	51	53	57	59	45	45	46	48
<b>Total Users</b>									
New	12,333	1,369	1,292	1,755	1,710	1,605	1,370	1,633	1,599
Existing	48,834	5,818	5,600	6,455	6,735	6,372	5,784	5,917	6,153
Unique	74,613	8,592	7,892	9,941	9,429	8,882	9,336	10,426	10,115
Avg connects per user	1.4	1.3	1.3	1.4	1.3	1.3	1.5	1.5	1.5
Avg duration per user	58	52	54	54	58	61	61	62	62
Avg traffic per user	72	66	69	77	79	77	67	72	71

# Paid Wi-Fi Usage Report

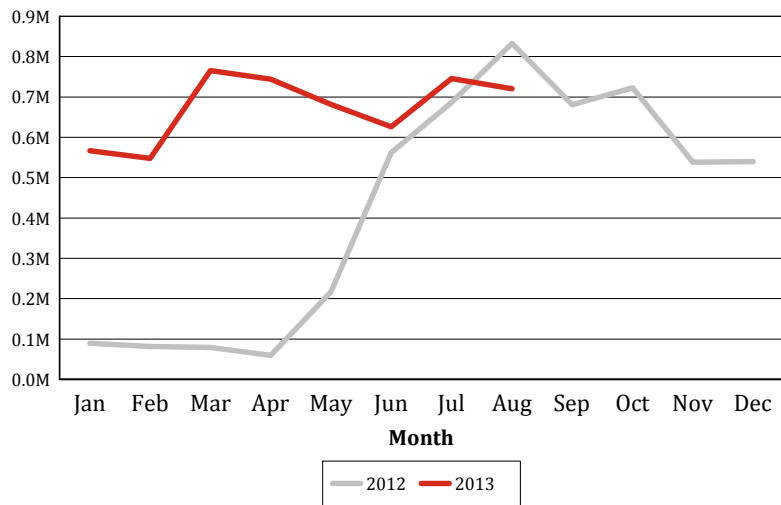
## Connects



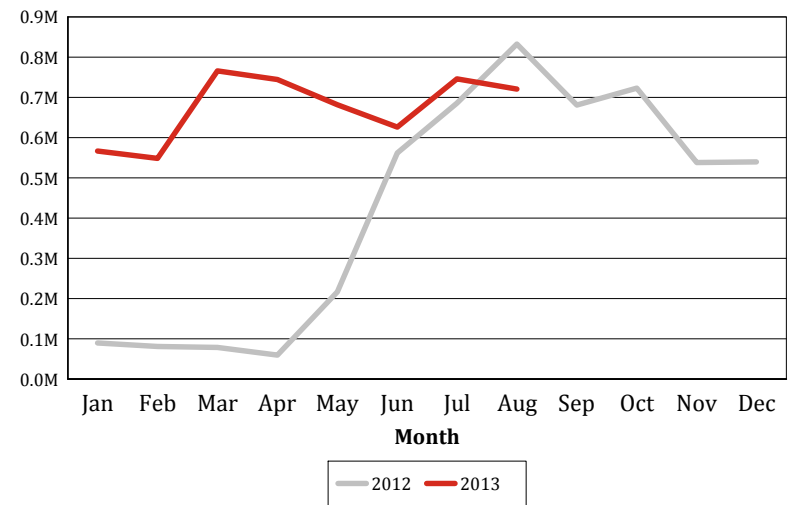
## Duration (Min)



## Traffic (MB)



## Users



## Wi-Fi Usage

- **Connect** - Total count of Wi-Fi sessions
- **Duration** - Length of time (minutes) connected during each Wi-Fi session
- **Traffic** - Amount of bandwidth (megabytes) used during each Wi-Fi session
- **Percentage of connects, duration and traffic** - Year to date percentage based on total for laptop (PC/Mac), smartphone and other devices (game console, tablet)
  
- **Laptop** - Breakdown of connects, duration and traffic for laptop
- **Smartphone** - Breakdown of connects, duration and traffic for smartphone
- **Other** - Breakdown of connects, duration and traffic for other devices
- **Total** - Total laptop traffic + Total smartphone traffic + Total other devices traffic

## Average Usage

- **Connects per day** - Total connects / Total days
- **Duration per connect** - Total duration (minutes) / Total connects
- **MB per connect** - Total traffic (megabytes) / Total connects

## Total Users

- **New** - Total new users
- **Existing** - Total existing users
- **Unique** - Total unique users
- **Average connects per user** - Total connects / Total unique users