

SECTION I

Instructions to Offerors -- Amendment of Solicitation. The following instructions apply unless specified otherwise in an Exchange letter accompanying this amendment.

a. Offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of proposals in the original solicitation, or the hour and date specified in this amendment if such has been amended. Offeror must acknowledge by one of the following means:

- (1) By signing and returning all except one copy of this amendment.
- (2) By acknowledging receipt of this amendment on each copy of the proposal submitted;
- (3) By separate letter or telegram which includes a reference to the solicitation and amendment number.

b. Proposals must be based upon and refer to the solicitation as amended. Unless an acknowledgment of this amendment is received by the contracting officer before the hour and date specified for receipt of proposals, offeror's proposal may be considered nonresponsive.

c. If you desire to revise a proposal previously submitted, such revision must be received prior to the hour and date specified for receipt of proposals enclosed in a sealed envelope addressed to the issuing office, with the name and address of the offeror and the solicitation number on the face of the envelope. Telegraphic proposals will not be considered unless authorized by the solicitation; however, proposals may be modified by telegraphic notice provided such notice is received prior to the time set for receipt of proposals. Telegraphic modifications should not reveal the amount of the original or of the revised proposal.

SECTION II

Instructions to Contractor -- Amendment of Contract.

Unless otherwise instructed, all except one copy of this amendment are to be executed by the person authorized to bind the firm contractually and returned to the contracting officer. The effective date will be the date the amendment is signed in block 6 by the contracting officer or the date(s) indicated in block 4, whichever is later.

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 a Distributed Antenna System (DAS) as requested by installations, and mutually agreed on between the Installation and the Vendor through a DAS Agreement or the Installation and the Exchange through a Service Level Agreement (SLA). Vendor will enter into a separate agreement with the wireless carriers to provide their licensed spectrum to the DAS. 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.

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. **Pass-Through Charges**

In accordance with the Department of Army, Headquarters, 7th 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.**

***Support Agreements**

Allocable charges arising from any support agreements made in accordance with DODI 4000.19 between the Exchange and military installations for the purpose of providing DAS services specified in this contract will be passed through to the Contractor if those charges are incurred in support of this contract. Support Agreements will only be utilized for providing DAS.

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 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.

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:

“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 one hundred and eighty (180) 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.

^^^^^^^^^^^^ End of Schedule ^^^^^^^^^^^^^

EXHIBIT D -BOINGO PRICE SCHEDULE
 Attachment 1

Service Type	Plan Tier	Plan Type	Price
Broadband Internet	Standard	Hourly	\$ (b) (4)
Broadband Internet	Standard	Daily	\$
Broadband Internet	Standard	Weekly	\$
Broadband Internet	Standard	Monthly	\$
Broadband Internet	Expanded	Hourly	\$
Broadband Internet	Expanded	Daily	\$
Broadband Internet	Expanded	Weekly	\$
Broadband Internet	Expanded	Monthly	\$
IPTV	Basic	Hourly	\$
IPTV	Basic	Daily	\$
IPTV	Basic	Weekly	\$
IPTV	Basic	Monthly	\$
IPTV	Standard	Hourly	\$
IPTV	Standard	Daily	\$
IPTV	Standard	Weekly	\$
IPTV	Standard	Monthly	\$
IPTV	Expanded	Hourly	\$
IPTV	Expanded	Daily	\$
IPTV	Expanded	Weekly	\$
IPTV	Expanded	Monthly	\$
Bundled Internet & IPTV	Standard	Hourly	\$
Bundled Internet & IPTV	Standard	Daily	\$
Bundled Internet & IPTV	Standard	Weekly	\$
Bundled Internet & IPTV	Standard	Monthly	\$
Bundled Internet & IPTV	Expanded	Hourly	\$
Bundled Internet & IPTV	Expanded	Daily	\$
Bundled Internet & IPTV	Expanded	Weekly	\$
Bundled Internet & IPTV	Expanded	Monthly	\$
Ancillary TV Options	Network DVR	Monthly	\$
Ancillary TV Options	HBO	Monthly	\$
Ancillary TV Options	Showtime	Monthly	\$
Ancillary TV Options	Starz	Monthly	\$

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)** – A cellular network consisting of a series of

cellular antennas intended to enhance cellular coverage and capacity of licensed wireless service providers who utilize licensed spectrum. 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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

Statement of Work

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 a Distributed Antenna System (DAS) as requested by installations, and mutually agreed on between the Installation and the Vendor through a DAS Agreement or the Installation and the Exchange through a Service Level Agreement (SLA). Vendor will enter into a separate agreement with the wireless carriers to provide their licensed spectrum to the DAS A DAS 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.
- C. * DAS agreements resulting from the Boingo/Exchange contract shall remain in effect until expiration or termination of the DAS agreement. Boingo shall monitor the DAS network for customer performance until such time the DAS agreement expire.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

Boingo shall continue to submit settlement reports and make monthly fee payments to the Exchange in accordance with Exhibit E, Fee Schedule, for all active DAS agreements acquired during the term of the Boingo/Exchange contract. Fees paid to the Exchange shall include all DAS service offerings billed/invoiced, excluding build costs. Upon expiration or termination of the DAS agreement, all residual payments to the Exchange will terminate.

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 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. Boingo and AAFES have agreed to extend the Wi-Fi service footprint into selected “Hotspots” at installation locations where customers often shop and eat (to be mutually agreed-upon by AAFES and Boingo). However, the service level for these public venues shall differ from the normal Boingo Broadband service with respect to bandwidth due to the increased potential for dozens of concurrent users in one location. Boingo’s design criteria for coverage are to place up to 3 Wireless Access Points (WAPs) in selected public areas. Boingo shall design for up to 150Mbps of capacity to each selected Hotspot venue. Boingo shall provide the best commercially available efforts to service and maintain the Hotspots during normal working hours for the applicable venue. Boingo’s service level in these locations shall be reduced to a maximum of 3Mbps for each user. Boingo also shall only commit to support for up to 15 concurrent client devices per WAP.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- D. 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.
- E. 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).
- F. 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.
- G. 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 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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.
- I. 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.
 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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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.
- J. 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 showing the proposed location of all facilities and proposed connectivity routes
 - b) How existing locations would be connected

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- K. 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.
- L. 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 expeditiously. Vendor shall provide details regarding the operation and processes of the following:
 - 1. On-site maintenance, trouble-shooting, replacement, and repair of the network

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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 installation based on operational needs. The Vendor shall immediately comply with the installation direction and notify the Exchange Business Program Manager at the earliest

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
 Requirements and Specifications

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:

REQUIRED	Minimal Spec
<ul style="list-style-type: none"> • Download Speed • Upload Speed • Network Availability • Network Latency • Network Monitoring 	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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

bandwidth utilization. The vendor shall provide a solution acceptable to the Exchange Contracting Officer and Business Manager within a timeline mutually agreed on between 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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

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).

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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.
- 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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.
- 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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.
- 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:

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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 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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
 Requirements and Specifications

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"):

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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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.
- 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).

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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.
- 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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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.
- 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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.
- 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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 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 (b) (4) 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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 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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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**

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.

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

- 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 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

Attachment No. 3 to Amendment No. 1 to Contract No. ATD-12-010

EXHIBIT H
Requirements and Specifications

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.

ARMY AND AIR FORCE EXCHANGE SERVICE AMENDMENT OF SOLICITATION/CONTRACT (AGREEMENT)	PAGE OF 1 2
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1. AMENDMENT OF: SOLICITATION CONTRACT (AGREEMENT)

SOLICITATION/CONTRACT NUMBER <p style="text-align: center;">ATD-12-010</p>	AMENDMENT NUMBER <p style="text-align: center;">Two (2)</p>	CONTRACT CONTROL NO. (If Applicable)
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2. IF A SOLICITATION AMENDMENT

Refer to Section I "Instructions to Offerors" on reverse of this form and the following as indicated:

a. The time and date specified for receipt of proposals is:

Not extended

Extended until (local time at place of receipt of proposals)

Hour _____ Date _____

_____ M, _____

b. The above solicitation is modified as set forth in Block 4 below.

3. IF A CONTRACT AMENDMENT

Refer to Section II "Instructions to Contractors" on reverse of this form and the following as indicated:

a. The expiration date of the above CONTRACT is changed:

FROM _____ TO _____

b. The above CONTRACT is:

Not further modified.

Modified as set forth in Block 4 below.

4. DESCRIPTION OF AMENDMENT.

SUMMARY: The purpose of this amendment is to revise customer service plans and pricing.

a. Contractor's address is changed as indicated on block 5 of this amendment.

b. Exhibit D, Price Schedule, Attachment 1, is hereby deleted in its entirety and replaced with the revised Exhibit D, Price Schedule, Attachment 1, consisting of 1 page, for the purpose of revising service packages and prices. (Attachment No. 1 to Amendment No. 2)

c. Exhibit H, Statement of Work, is hereby deleted in its entirety and replaced with the revised Exhibit H, Statement of Work, consisting of 24 pages for the purpose of revising customer plans and pricing. (Attachment No. 2 to Amendment No. 2).

//////////////////////////////////////LAST ITEM//////////////////////////////////////

IN ALL OTHER RESPECTS, THE TERMS AND CONDITIONS OF THE SOLICITATION/CONTRACT, AS AMENDED, REMAIN IN FULL FORCE AND EFFECT.

SIGNATURES

5. NAME AND ADDRESS OF OFFEROR/CONTRACTOR (Street, City, County, State, and Zip Code) Boingo Wireless, Inc 10960 Wilshire Blvd, 23rd Floor Los Angeles, CA 90024	6. ISSUED BY Army & Air Force Exchange Service Attn: PL-K-MD (Valbona Phillips) 3911 S. Walton Walker Blvd. Dallas, TX 75236
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SIGNATURE OF PERSON AUTHORIZED TO SIGN 	DATE <p style="text-align: center;">9/22/15</p>	SIGNATURE OF CONTRACTING OFFICER 	DATE <p style="text-align: center;">22 Sep 2015</p>
TYPED OR PRINTED NAME AND TITLE <p style="text-align: center;">Peter Hovenier, CFO</p>		TYPED OR PRINTED NAME OF CONTRACTING OFFICER <p style="text-align: center;">VALBONA PHILLIPS</p>	

SECTION I

Instructions to Offerors -- Amendment of Solicitation. The following instructions apply unless specified otherwise in an Exchange letter accompanying this amendment.

a. Offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of proposals in the original solicitation, or the hour and date specified in this amendment if such has been amended. Offeror must acknowledge by one of the following means:

- (1) By signing and returning all except one copy of this amendment.
- (2) By acknowledging receipt of this amendment on each copy of the proposal submitted;
- (3) By separate letter or telegram which includes a reference to the solicitation and amendment number.

b. Proposals must be based upon and refer to the solicitation as amended. Unless an acknowledgment of this amendment is received by the contracting officer before the hour and date specified for receipt of proposals, offeror's proposal may be considered nonresponsive.

c. If you desire to revise a proposal previously submitted, such revision must be received prior to the hour and date specified for receipt of proposals enclosed in a sealed envelope addressed to the issuing office, with the name and address of the offeror and the solicitation number on the face of the envelope. Telegraphic proposals will not be considered unless authorized by the solicitation; however, proposals may be modified by telegraphic notice provided such notice is received prior to the time set for receipt of proposals. Telegraphic modifications should not reveal the amount of the original or of the revised proposal.

SECTION II

Instructions to Contractor -- Amendment of Contract.

Unless otherwise instructed, all except one copy of this amendment are to be executed by the person authorized to bind the firm contractually and returned to the contracting officer. The effective date will be the date the amendment is signed in block 6 by the contracting officer or the date(s) indicated in block 4, whichever is later.

<u>Package Name</u>	<u>Description</u>	<u>Price</u>
<u>IPTV Packages</u>		
Basic	Local broadcast channels	(b) (4)
Core	A variety of network TV shows and Sports	
Movies-add on	Specialty movie channels catering to every taste	
SHO-add on	Premium channel featuring movies and first-run original television series	
Starz-add on	Premium channel featuring movies and first-run original television series	
DVR Service-add on		
<u>Internet Packages</u>		
Standard	5Mbps plan as described in Exhibit H, Requirement Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 5Mbps plan	
1-Week	Weekly (7 consecutive days) internet service for 5Mbps plan	
1-Month	Monthly (30 day duration) internet service for 5Mbps plan	
Recurring Monthly		
Expanded	30Mbps plan as described in Exhibit H, Requirement Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 30Mbps plan	
1-Week	Weekly (7 consecutive days) internet service for 30Mbps plan	
1-Month	Monthly (30 day duration) internet service for 30Mbps plan	
Recurring Monthly		
<u>Combo: Internet + Core TV Packages</u>		
Standard Combo		
1-Month	Core TV and Standard Internet	
Recurring Monthly	Core TV and Standard Internet	
Expanded Combo		
1-Month	Core TV and Expanded Internet	
Recurring Monthly	Core TV and Expanded Internet	

NOTE: VOIP Barracks: VOIP capable at no cost to the customer and no fee to the Exchange; Boingo does not provide a specific VOIP application.

Commercial VOIP: i.e. hotels have a full VOIP solution, including phones. This is a paid service and will be priced at the time service is requested. Customer pricing will be subject to fees paid to the Exchange and will be in accordance with 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.

Statement of Work

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 a Distributed Antenna System (DAS) as requested by installations, and mutually agreed on between the Installation and the Vendor through a DAS Agreement or the Installation and the Exchange through a Service Level Agreement (SLA). Vendor will enter into a separate agreement with the wireless carriers to provide their licensed spectrum to the DAS A DAS 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.
- C. DAS agreements resulting from the Boingo/Exchange contract shall remain in effect until expiration or termination of the DAS agreement. Boingo shall monitor the DAS network for customer performance until such time the DAS agreement expire.

Boingo shall continue to submit settlement reports and make monthly fee payments to the Exchange in accordance with Exhibit E, Fee Schedule, for all active DAS agreements acquired during the term of the Boingo/Exchange contract. Fees paid to the Exchange shall include all DAS service offerings billed/invoiced, excluding build costs. Upon expiration or termination of the DAS agreement, all residual payments to the Exchange will terminate.

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 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. Boingo and AAFES have agreed to extend the Wi-Fi service footprint into selected “Hotspots” at installation locations where customers often shop and eat (to be mutually agreed-upon by AAFES and Boingo). However, the service level for these public venues shall differ from the normal Boingo Broadband service with respect to bandwidth due to the increased potential for dozens of concurrent users in one location. Boingo’s design criteria for coverage are to place up to 3 Wireless Access Points (WAPs) in selected public areas. Boingo shall design for up to 150Mbps of capacity to each selected Hotspot venue. Boingo shall provide the best commercially available efforts to service and maintain the Hotspots during normal working hours for the applicable venue. Boingo’s service level in these locations shall be reduced to a maximum of 3Mbps for each user. Boingo also shall only commit to support for up to 15 concurrent client devices per WAP.

- D. 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.
- E. 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).
- F. 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.
- G. 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 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.

H. 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.
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.
- I. 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 showing the proposed location of all facilities and proposed connectivity routes
 - b) How existing locations would be connected

- J. 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.
- K. 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 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 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:

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

B. 30MBPS Plans (*i.e., Expanded and Expanded Combo 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

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 (*i.e., Standard and Standard Combo 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.

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 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.

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.
- 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.

- 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.

- 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 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"):

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.

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, Daily, Weekly, and Monthly plans per service package (speed, bandwidth). TV-programming shall offer customers at minimum Monthly plans per service package.
- B. *Other service plans, in addition to the 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.
- 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.

- 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.
- 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 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 (b) (4) 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 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

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 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.

SECTION I

Instructions to Offerors -- Amendment of Solicitation. The following instructions apply unless specified otherwise in an Exchange letter accompanying this amendment.

a. Offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of proposals in the original solicitation, or the hour and date specified in this amendment if such has been amended. Offeror must acknowledge by one of the following means:

- (1) By signing and returning all except one copy of this amendment.
- (2) By acknowledging receipt of this amendment on each copy of the proposal submitted;
- (3) By separate letter or telegram which includes a reference to the solicitation and amendment number.

b. Proposals must be based upon and refer to the solicitation as amended. Unless an acknowledgment of this amendment is received by the contracting officer before the hour and date specified for receipt of proposals, offeror's proposal may be considered nonresponsive.

c. If you desire to revise a proposal previously submitted, such revision must be received prior to the hour and date specified for receipt of proposals enclosed in a sealed envelope addressed to the issuing office, with the name and address of the offeror and the solicitation number on the face of the envelope. Telegraphic proposals will not be considered unless authorized by the solicitation; however, proposals may be modified by telegraphic notice provided such notice is received prior to the time set for receipt of proposals. Telegraphic modifications should not reveal the amount of the original or of the revised proposal.

SECTION II

Instructions to Contractor -- Amendment of Contract.

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<u>Package Name</u>	<u>Description</u>	<u>Price</u>
<u>IPTV Packages</u>		
Basic	Local broadcast channels	(b) (4)
Core	A variety of network TV shows and Sports	
Movies-add on	Specialty movie channels catering to every taste	
SHO-add on	Premium channel featuring movies and first-run original television series	
Starz-add on	Premium channel featuring movies and first-run original television series	
DVR Service-add on		
<u>Internet Packages</u>		
Standard	5Mbps plan as described in Exhibit H, Requirement Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 5Mbps plan	
1-Week	Weekly (7 consecutive days) internet service for 5Mbps plan	
*1-Month	Monthly (30 day duration) internet service for 5Mbps plan (Service offering suspended until further notice)	
Recurring Monthly		
Expanded	30Mbps plan as described in Exhibit H, Requirement Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 30Mbps plan	
1-Week	Weekly (7 consecutive days) internet service for 30Mbps plan	
*1-Month	Monthly (30 day duration) internet service for 30Mbps plan (Service offering suspended until further notice)	
Recurring Monthly		
<u>Combo: Internet + Core TV Packages</u>		
Standard Combo		
*1-Month	Core TV and Standard Internet (Service offering suspended until further notice)	
Recurring Monthly	Core TV and Standard Internet	
Expanded Combo		
*1-Month	Core TV and Expanded Internet (Service offering suspended until further notice)	
Recurring Monthly	Core TV and Expanded Internet	

NOTE: VOIP Barracks: VOIP capable at no cost to the customer and no fee to the Exchange; Boingo does not provide a specific VOIP application.

Commercial VOIP: i.e. hotels have a full VOIP solution, including phones. This is a paid service and will be priced at the time service is requested. Customer pricing will be subject to fees paid to the Exchange and will be in accordance with 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.

AMENDMENT OF SOLICITATION/CONTRACT (AGREEMENT)	PAGE OF 1 2
ARMY AND AIR FORCE EXCHANGE SERVICE	

1. AMENDMENT OF: SOLICITATION CONTRACT (AGREEMENT)

SOLICITATION/CONTRACT NUMBER ATD-12-010	AMENDMENT NUMBER Five (5)	CONTRACT CONTROL NO. (If Applicable) na
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2. IF A SOLICITATION AMENDMENT

Refer to Section I "Instructions to Offerors" on reverse of this form and the following as indicated:

a. The time and date specified for receipt of proposals is:

Not extended

Extended until (local time at place of receipt of proposals)

Hour _____ Date _____

M, _____

b. The above solicitation is modified as set forth in Block 4 below.

3. IF A CONTRACT AMENDMENT

Refer to Section II "Instructions to Contractors" on reverse of this form and the following as indicated:

a. The expiration date of the above CONTRACT is changed:

FROM 18 Oct 2020 TO 18 Oct 2023

b. The above CONTRACT is:

Not further modified.

Modified as set forth in Block 4 below.

4. DESCRIPTION OF AMENDMENT.

a. Summary: The purpose of this amendment is to exercise the option to extend the contract period of performance, update the mandatory provisions and update the tiered rate plans.

b. As a result of a. above:

1. Exhibit A, General Provisions, is deleted and replaced with Exhibit A, General Provisions consisting of 10 pages. (Attachment No. 1)
2. Exhibit B, Labor Provisions, is deleted and replaced with Exhibit B, Labor Provisions consisting of 1 page. (Attachment No. 2)
3. Exhibit C, Special Provisions, is deleted and replaced with Exhibit C, Special Provisions consisting of 14 pages. (Attachment No. 3)
4. Exhibit D, Price Schedule ATTACHMENT 1, is deleted and replaced with the revised Exhibit D, Price Schedule ATTACHMENT 1, consisting of 1 page. (Attachment No. 4)

Purpose: Introduce new tiered rate plans for Broadband Internet Services (b) (4)

(b) (4) Phase in locations and dates will be mutually agreed upon between the contractor and AAFES. Once implementation to all locations is complete, an amendment will be executed to remove the current rates for Broadband Internet from the contract.

//////////////////////////////////////LAST ITEM//////////////////////////////////////

IN ALL OTHER RESPECTS, THE TERMS AND CONDITIONS OF THE SOLICITATION/CONTRACT, AS AMENDED, REMAIN IN FULL FORCE AND EFFECT.

SIGNATURES

5. NAME AND ADDRESS OF OFFEROR/CONTRACTOR (Street, City, County, State, and Zip Code) Boingo Wireless, Inc. 10960 Wilshire Blvd. 23rd floor Los Angeles, CA 90024	6. ISSUED BY Army & Air Force Exchange Service Attn: PZ-SS (C. Williams) 3911 S. Walton Walker Blvd Dallas, TX 75236
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SIGNATURE OF PERSON AUTHORIZED TO SIGN 	DATE 2/11/19	SIGNATURE OF CONTRACTING OFFICER 	DATE 17 Feb 2019
TYPED OR PRINTED NAME AND TITLE Peter Hovenier CFO		TYPED OR PRINTED NAME OF CONTRACTING OFFICER CYNTHIA WILLIAMS	

SECTION I

Instructions to Offerors -- Amendment of Solicitation. The following instructions apply unless specified otherwise in an Exchange letter accompanying this amendment.

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- (2) By acknowledging receipt of this amendment on each copy of the proposal submitted;
- (3) By separate letter or telegram which includes a reference to the solicitation and amendment number.

b. Proposals must be based upon and refer to the solicitation as amended. Unless an acknowledgment of this amendment is received by the contracting officer before the hour and date specified for receipt of proposals, offeror's proposal may be considered nonresponsive.

c. If you desire to revise a proposal previously submitted, such revision must be received prior to the hour and date specified for receipt of proposals enclosed in a sealed envelope addressed to the issuing office, with the name and address of the offeror and the solicitation number on the face of the envelope. Telegraphic proposals will not be considered unless authorized by the solicitation; however, proposals may be modified by telegraphic notice provided such notice is received prior to the time set for receipt of proposals. Telegraphic modifications should not reveal the amount of the original or of the revised proposal.

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EXHIBIT A
GENERAL PROVISIONS CONCESSIONS
Contract for Services – Telecommunications
APR 2018

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 (NOV 15)
9. Permits, Licenses and Applicable Laws (NOV 15)
10. Indemnify and Hold Harmless – Infringement (MAY 13)
11. Disputes (APR 12)
12. Non-Waiver of Defaults (SEP 91)
13. Advertisements (AUG 08)
14. Examination of Records (NOV 15)
15. Contractor Personnel and Representatives (JAN 17)
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 (NOV 15).
22. Choice of Law and Forum (APR 18).
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
27. Performance (FEB 16)
28. Indemnify and Hold Harmless (NOV 15)
29. Army and Air Force Exchange Service Rights (Unlimited) (APR 12)
30. Notification of Debarment/Suspension Status (MAY 13)

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. 6305, 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 (NOV 15).

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 a minimum of 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 (NOV 15).

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. Contractor agrees to comply with all federal and state security and breach laws, privacy laws and regulations that cover the collection and use of personal information or data.

10. INDEMNIFY AND HOLD HARMLESS - INFRINGEMENT (MAY 13).

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 30th 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 30th 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.

h. Notwithstanding anything else contrary herein, if contractor experiences a loss of individual customer personal information or data covered by any federal or state law, contractor shall indemnify and hold harmless the Exchange from and against any and all liability, loss, claim, injury, damage, penalty, fine, settlement or expense, including, without limitation, costs of remediation efforts and reasonable attorneys' fees and costs arising from or relating to any action, claim or allegation of or with respect to that loss of customer personal information or data.

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 (NOV 15).

a. 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 (JAN 17).

a. This agreement does not create an employment or joint employer relationship between an employee of the Contractor and the Exchange. Contractor is the sole employer of its employees. Personnel employed by Contractor under this contract are not employees of the Exchange. The Exchange affirmatively disclaims control over the terms and working conditions of the Contractor's employees, including but not limited to the ability to hire, fire, discipline, train, set work hours, taxes, determine compensation and benefits, and exercising day-to-day supervision.

b. Contractor is responsible for compliance with labor, employment and tax laws, and will accept liability for breach of applicable labor, employment and tax laws and terms of this contract. In the event of a breach by Contractor related to this provision, Contractor agrees to indemnify the Exchange.

c. 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 or work in other Exchange facilities without the prior written consent of the contracting officer. These requirements are not requests by the Exchange for the termination of the individual's employment with

Contractor, but a requirement only under the Contract not to use any such individual under this contract, other Exchange contracts or work in Exchange facilities without prior written consent.

d. Contractor personnel will abide by applicable laws, regulations and military command directives and conduct themselves so as not to reflect discredit on the Exchange.

e. 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 (NOV 15).

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. The Contractor will ensure that all personnel, to include the contractor, prior to handling Personally Identifiable Information (PII), receive Privacy Act training. Contractor may be asked to provide verification. Contractor shall not retain, use, memorize or otherwise collect information on the customer for use other than authorized by the Exchange. The Department of Defense provides Privacy Act training and a certificate free of charge at <http://iatraining.disa.mil/eta/piiv2/launchPage.htm>.

22. CHOICE OF LAW AND FORUM (APR 18).

Contractor expressly agrees to waive any rights to invoke the jurisdiction of the national or state courts where this contract is performed and agrees to accept the exclusive jurisdiction of an appropriate US Federal administrative body or court.

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.

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 (FEB 16).

Contractor will perform in accordance with all contract provisions. 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. If the contractor elects to terminate this contract, then the Exchange may or may not choose to solicit them for any similar follow on requirement.

28. INDEMNIFY AND HOLD HARMLESS (NOV 15).

a. Contractor 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 contractor, 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 contractor.

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

c. Notwithstanding anything else contrary herein, if contractor experiences a loss of individual customer personal information or data covered by any federal or state law, contractor shall indemnify and hold harmless the Exchange from and against any and all liability, loss, claim, injury, damage, penalty, fine, settlement or expense, including, without limitation, costs of remediation efforts and reasonable attorneys' fees and costs arising from or relating to any action, claim or allegation of or with respect to that loss of customer personal information or data.

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.

30. **NOTIFICATION OF DEBARMENT/SUSPENSION STATUS (MAY 2013)** – The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another Federal Department or agency during the performance of this contract.

EXHIBIT B
CONCESSION LABOR PROVISIONS
Contract for Services (without SCA) – APR 14

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
(Jan 18)

1. Activity (MAR 90)
2. Facilities/Maintenance/Operating Hours (APR 05)
3. Equipment, Furniture, and Movable Trade Fixtures (NOV 15)
4. Tools and Supplies (DEC 88)
5. Prohibited Activities (FEB 89)
6. License for the Exchange Trademarks (JAN 05)
7. Authorized Customers (NOV 15)
8. Customer Complaints and Claims (DEC 88)
9. Signs, Identity and Décor Standards (JAN 05)
10. Utilities (APR 05)
11. Internal Controls (NOV 15)
12. Concessionaire Settlement Report (NOV 15)
13. Prices (MAY 99)
14. Taxes (NOV 15)
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 & Merchandise Gift Certificate Redemption (NOV 15)
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 15)
25. Inspections (JAN 18)
26. Surveillance (JAN 18)
27. Smoking Policy (DEC 86)
28. Exchange/Vendor Partnership Marketing Program (JUL 94)
29. Organizational Sales (NOV 00)

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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 (NOV 15).

a. The Exchange Furnished: When there is Exchange Furnished Equipment, the following will apply. 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.

(i) 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 the Exchange furnished equipment, furniture, and fixtures at any time.

(ii) Concession Point-Of-Sale (CPOS) Tablet:

(1) Periodic Commodity Concessions: Concessionaire will sign out/in the CPOS tablet and accessories daily at the Exchange-designated location.

(2) Full-time Concessions: Concessionaire will sign for a CPOS tablet that will remain in the facility for the length of the contract.

(3) Concessionaire will be responsible for the Exchange-furnished CPOS tablet and accessories while in possession. Concessionaire will be liable for any damage to or loss of the items resulting from acts or omissions of concessionaire, his employees, or agents. Concessionaire will reimburse the Exchange for any repair or replacement of the CPOS tablet and/or accessories as stated in this contract.

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 fixtures 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, inventory, 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, inventory, 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.

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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 (NOV 15).

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 (NOV 15).

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

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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.

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

(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

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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.

f. CPOS Tablet

(1) Periodic Commodity Concessions:

(a) When used by periodic commodity concessions, all sales transactions will be recorded on an Exchange-furnished CPOS tablet.

(b) Concessionaire or authorized concession personnel shall review the sales event data displayed on the tablet for accuracy and completeness prior to confirmation. Concessionaire will inform the Services Business Manager of any discrepancies or inaccuracies which need correction prior to confirmation. By clicking the

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

Confirmation box on the tablet, Concessionaire agrees to be solely responsible for the accuracy and completeness of the sales event data, and will pay any and all fees or costs associated with or arising from any inaccuracy or incompleteness of data that the concessionaire or concession authorized personnel confirms.

(c) Privacy Act Training: The concessionaire and authorized concession personnel who are working an Exchange sales event must complete the DoD Privacy Act Training in accordance with General Provisions, paragraph 22h, Privacy Act prior to the commencement of the contract, annually at the anniversary date of the contract, and anytime new concession personnel is hired. The concessionaire must print and keep all Privacy Act training certificates of completion on file for review upon Exchange request. During the CPOS tablet login process, the concessionaire will confirm the completion of the Privacy Act training.

(d) During downtime, sales transactions will be recorded on a Customer Daily Sales Register (CDSR) Exchange Form 6550-009. When the system is back online, the concessionaire will enter the transactions into the CPOS tablet from the CDSR, void the CDSR and return it to the Services Business Manager.

(e) Concessionaire will be responsible for the following:

(i) Concessionaire will record all sales transactions including refunds at the time of the transaction on the Exchange-furnished CPOS tablet.

(ii) Concessionaire will document refunds, over-rings, void transactions and readings before and after test rings made for other than recording sales (e.g., repair) using the Concessionaire Cash Register Adjustment Voucher, Exchange Form 6550-24.

(iii) Concessionaire will offer customers electronic (e-) sales receipts; when customers decline an e-receipt, the concessionaire will provide a sales receipt showing the name of the concessionaire, item(s) purchased, purchase price, and date of sale.

(iv) Concessionaire will provide a cash drawer in lieu of a cash register.

(v) Concessionaire will post the Privacy Act statement in the proximity of the CPOS tablet for customers to review.

(2) Full-time Concessions:

(a) The Exchange will provide a CPOS tablet, docking station, cash drawer, magnetic strip reader, and a receipt printer. Concessionaire or authorized concession personnel shall review the contract data displayed on the tablet for accuracy and completeness prior to confirmation. Concessionaire or authorized concession personnel will inform the Services Business Manager of any discrepancies or inaccuracies which need correction prior to confirmation. By clicking the Confirmation box on the tablet, Concessionaire agrees to be solely responsible for the accuracy and completeness of the contract data, and will pay any and all fees or costs associated with or arising from any inaccuracy or incompleteness of data that the concessionaire or authorized concession personnel confirms.

(b) Privacy Act Training: The concessionaire and authorized concession personnel must complete the DoD Privacy Act Training in accordance with General Provisions, Clause 22, Privacy Act prior to the commencement of the contract, annually at the anniversary date of the contract, and anytime new concession personnel is hired. During the CPOS tablet login process, the concessionaire will confirm the completion of the Privacy Act training. The concessionaire must print and keep all Privacy Act training certificates of completion on file for review upon Exchange request.

(c) Concessionaire will be responsible for the following:

(i) The concessionaire will record all sales transactions including refunds at the time of the transaction on the Exchange-furnished CPOS tablet.

(ii) The concessionaire will document refunds, over-rings, void transactions and readings before and after test rings made for other than recording sales (e.g., repair) using the Concessionaire Cash Register Adjustment Voucher, Exchange Form 6550-24.

(iii) An e-sales receipt will be offered to customers. When the customer declines an e-sales receipt, the concessionaire will print the receipt.

(iv) Concessionaire and authorized concession personnel will have access to the following Admin Menu items and enter the information as follows:

(1) Contract Details: to review and confirm the accuracy of Exchange fee, equipment rental fee, Mil Star processing fee and other contract details.

(2) Associate Maintenance: to set up associate information and reset employee personal identification number (PIN).

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

(3) Key and Tax Setup: to enter the item description, item price, and tax in accordance with Clause 16, Taxes. Concessionaire or authorized concession personnel will immediately enter price changes into the CPOS tablet in accordance with Clause 23, Price Revisions.

(4) Cash Drawer: to calculate the variance between cash and check transactions entered into the tablet and the actual amount in the cash drawer.

(5) Receipt Setup: Add receipt header information.

(6) Reports. Review reports.

(v) Concessionaire will post the Privacy Act statement in the proximity of the CPOS tablet for customers to read.

(vi) Concessionaire will furnish the supplies (paper and ink) required for the CPOS tablet receipt printer.

12. CONCESSIONAIRE SETTLEMENT REPORT (NOV 15).

a. For concessionaires using an approved Cash Register, Electronic Cash Register, Electronic POS System or a Customer Daily Sales Register, the following shall apply:

(i) 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.

(ii) The reporting period will be by calendar month.

(iii) 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.

b. CPOS tablet:

(i) Periodic Commodity Concessions: Concessionaire may obtain end-of-day and end-of-sales event summary reports at the conclusion of the sales event via email or from the Exchange-designated location. Concessionaire will pay the fee income due the Exchange at the end of the sales event at the Exchange-designated location. At the conclusion of the sales event or as specified in the contract, concessionaire will submit the fee payment, Concessionaire Cash Register Adjustment Vouchers, Exchange form 6550-024, and Exchange sponsored coupons to the designated Exchange office.

(ii) Full time Concessions: The monthly Settlement report will be available on the 1st day of the following month. Concessionaire or authorized concession personnel will review the monthly settlement report without undue delay. Concessionaire will pay the fee income due the Exchange as calculated on the report. Concessionaire will submit all supporting documents, such as the Concessionaire Cash Register Adjustment Vouchers, Exchange form 6550-024, and Exchange sponsored coupons to the designated Exchange office by the payment due date.

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 (NOV 15).

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,

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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.

d. CPOS Tablet:

(i) Periodic Commodity Concessions: Concessionaire is solely responsible for the proper collection and payment of all applicable taxes regardless of the functionality of the POS application.

(ii) Full-time Concessions: Concessionaire is solely responsible for entering the tax rate, tax exemption, and other tax information into the CPOS tablet and proper collection and payment of all applicable taxes regardless of the functionality of the POS application.

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

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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.

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

(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 (NOV 15).

a. Exchange Tabloid/Special Sales Coupons:

(1) Concessionaire will enter the total face value amount of the Exchange Tabloid and Special coupons redeemed during a reporting period on the Concessionaire Settlement Report, Exchange Form 6550-10. The coupons received and redeemed will be submitted to the supporting exchange accounting office with the settlement report. The supporting exchange accounting office will verify the coupon amount.

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

b. Exchange Gift Cards:

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

(2) Concessionaire will honor Exchange Gift Cards and redeem for merchandise. Cash back from the gift card is not authorized in concession activities nor can they be redeemed for cash only at concession activities.

(3) Ring the merchandise selected and total the sale in the cash register or POS system.

(4) Enter the dollar amount of sale in the verifone, swipe gift card on the verifone or manually enter number from back of card.

(5) If the amount of the sale is greater than the face value of the card(s), collect additional amount due from customer.

(6) The Exchange will reimburse concessionaire for amount of the Exchange Gift Card(s) redeemed by exchange customers as follows:

(a) For Verifone: The concessionaire must use ONLY the assigned Verifone to process Gift Cards to eliminate the possibility of not being reimbursed for Gift Cards redeemed. Gift Cards will not be accepted during periods of downtime, or if Verifone is not active or available. The Exchange Gift Card(s) need to be listed on a transaction log, Exchange Form 4200-007, which will be submitted weekly to the Exchange HQs FA office. The Exchange HQs FA office will reimburse the concessionaire the amount on a weekly basis.

(b) For CPOS Tablet: Concessionaire will process the Exchange Gift Card tender through the CPOS tablet and either swipe the Exchange Gift Card or manually enter the card number when the tender type is Exchange Gift Card. The Exchange will reimburse the concessionaire for Exchange Gift Card transactions when using the Exchange-furnished CPOS tablet.

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.

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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.

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 (NOV 15).

a. Charge Cards:

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

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

(a) Concessionaire will report such sales on the Concessionaire 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) Concessionaire 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) Concessionaire 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 22, "Indebtedness", is expanded to include any funds payable to the concessionaire under the Military Star card program.

(h) CPOS Tablet: Concessionaire will process the MILITARY STAR® Card tender through the CPOS tablet and either swipe the MILITARY STAR® Card or manually enter the card number when the tender type is MILITARY STAR®.

(2) Payment:

(a) Payment will be made weekly based on concessionaire's weekly summary of Military Star card transactions as verified and reported by the local exchange. 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

Attachment No. 3 to Amendment No. 5 to Contract No. ATD-12-010

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 concessionaire, or

((2)) Date an electronic fund transfer is received by the concessionaire 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 concessionaire 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 (JAN 18).

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.

26. SURVEILLANCE (JAN 18).

The Exchange may perform electronic or other types of surveillance in Exchange facilities. Contractor will inform its employees in accordance with applicable laws that such surveillance may be conducted, and individuals implicated in improprieties may be found unacceptable for employment at any Exchange facility and prosecuted for violations of law. Contractor is liable and shall reimburse the Exchange for losses under this Contract detected by surveillance or otherwise discovered.

27. SMOKING POLICY (DEC 86).

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

28. 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.

29. 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**

***Revised Tiered Rate Structure for Broadband Internet Services** (b) (4)
 Phase in locations and dates will be mutually agreed upon between the contractor and AAFES.

<u>Package</u>	<u>Description</u>	<u>Price</u>
*10 Mbps Plan	10 Mbps plan as described in Exhibit H, Requirements and Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 10 Mbps plan	(b) (4)
1-Week	Weekly (7 consecutive days) internet service for 10 Mbps plan	
Recurring Monthly	Recurring monthly internet service for 10 Mbps plan	
*50 Mbps Plan	50 Mbps plan as described in Exhibit H, Requirements and Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 50 Mbps plan	
1-Week	Weekly (7 consecutive days) internet service for 50 Mbps plan	
Recurring Monthly	Recurring monthly internet service for 50 Mbps plan	

***Existing Tiered Rate Structure for Broadband Internet Services** – applicable until the new tiered rate structure above is launched and implemented at all bases. Once implementation is complete, an amendment will be executed to remove the existing tiered rate structure from the contract.

<u>Package</u>	<u>Description</u>	<u>Price</u>
5 Mbps Plan	5 Mbps plan as described in Exhibit H, Requirements and Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 5 Mbps plan	(b) (4)
1-Week	Weekly (7 consecutive days) internet service for 5 Mbps plan	
Recurring Monthly	Recurring monthly internet service for 5 Mbps plan	
30 Mbps Plan	30 Mbps plan as described in Exhibit H, Requirements and Specifications	
1-Day	Daily (consecutive 24 hours) internet service for 30 Mbps plan	
1-Week	Weekly (7 consecutive days) internet service for 30 Mbps plan	
Recurring Monthly	Recurring monthly internet service for 30 Mbps plan	

Existing Tiered Rate Structure for IPTV Services – applicable to all bases.

<u>Package</u>	<u>Description</u>	<u>Price</u>
Basic	Local broadcast channels	(b) (4)
Core	A variety of network TV shows and sports	
Movies-add on	Specialty movie channels	
SHO-add on	Premium channel featuring movies and first-run original television series	
Starz-add on	Premium channel featuring movies and first-run original television series	
DVR Service-add on		

NOTE: VOIP Barracks: VOIP capable at no cost to the customer and no fee to the Exchange; Boingo does not provide a specific VOIP application.

Commercial VOIP: i.e., hotels have a full VOIP solution, including phones. This is a paid service and will be priced at the time service is requested. Customer pricing will be subject to fees paid to the Exchange and will be in accordance with 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.

*Denotes Change