

**Question #: 1**

**RFP Section Reference:** No Request for Proposal (RFP) reference noted in question submitted

**Question:**

Can you tell us, does the FIRSTNET NPSBN require ruggedized servers for this program?

With respect to ruggedized, we are specifically referring to servers that operate outside the environmentally controlled data center. Thus, servers which require shock, vibration, extended temperature rating, etc. for more challenging environments.

**Answer:**

Although the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN) RFP does not include a specific requirement for ruggedized servers that operate outside the environmentally controlled data center, one of FirstNet's objectives is to provide nationwide, interoperable public safety broadband network services that ensure network coverage 24 hours a day, 7 days a week, 365 days a year. Further, as noted in Section L.3.2.1.2.3, NPSBN Deployment, an Offeror shall address redundancy strategies in its proposal, including but not limited to backup power, resilient interconnection, and weatherization.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #: 2**

**RFP Section Reference:** Section L.2.4, Submission of Capability Statements, 1<sup>st</sup> Paragraph

**Question:**

Is the Submission of a Capability Statement a hard and fast requirement to be considered eligible to submit a full RFP response?

**Answer:**

No, in accordance with Federal Acquisition Regulation (FAR) 15.202(b), submission of a capability statement is not a requirement in order to participate in this acquisition and submission of a proposal. However, Section M.2.1, Phase I – Capability Statements, affords the Government the opportunity to provide feedback to the potential Offeror regarding evaluation of the capability statement prior to submission of formal proposals to the solicitation. Such feedback may be helpful to the potential Offeror in formulating its solicitation response.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #:** 3**RFP Section Reference:** Section M.2.1, Phase I – Capability Statements, 2<sup>nd</sup> Paragraph**Question:**

If the submission must be provided then who will be privy to these statements and will they be made public?

**Answer:**

In accordance with FAR 15.202(b), submission of a capability statement is not a requirement in order to participate in this acquisition and submission of a proposal. Also, 41 U.S.C. § 2102, “Prohibitions on Disclosing and Obtaining Procurement Information,” prohibits publicly disclosing any source selection information. Therefore, only the source selection evaluation team will be privy to the capability statement submissions, and they will not be made public.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #:** 4**RFP Section Reference:** Section M.2.1, Phase I – Capability Statements, 2<sup>nd</sup> Paragraph**Question:**

Will a list of qualified bidders who submit Capability Statements be kept private, within the confines of FirstNet or will they be made public?

**Answer:**

41 U.S.C. § 2102, “Prohibitions on Disclosing and Obtaining Procurement Information” prohibits publicly disclosing any source selection information. Therefore, the list of those who submitted capability statements will not be released to the public.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 5**

**RFP Section Reference:** Section B.4.4 FirstNet Operational Sustainability and B.4.5, Adjustment to Proposed Payments to the Contractor for State RAN Provision

**Question:**

This section that the offeror will draw down funds from FirstNet as provided in the schedule (\$1.5 Billion as each IOC (1-5 and the FOC) and then pay FirstNet (table 1 page B-6) , as a minimum fee each year for 25 years. Later in Paragraph 3 it states that if a State opts out the payment to the offeror will be reduced by the amount specified by the offeror to deploy the RAN for that State. The RFP does not show the flow of income from use of the network by the First Responders, yet it does specify (in section B.4.3 that the offeror is expected to collect, but it does not specify who will collect the fees from the first responders and how these funds will flow.

**Answer:**

For the FirstNet-deployed Radio Access Network (RAN), FirstNet anticipates that the flow of revenue resulting from user fees assessed to Public Safety Entities will be received and retained directly by the Contractor, subject to the minimum payment requirements to FirstNet as set forth in Section B.4.4, FirstNet Operational Sustainability. For state-deployed RANs, the flow of revenue will be specified in a Spectrum Manager Leasing Agreement (SMLA) or other relevant agreements between FirstNet and a state or territory that successfully assumes responsibility for the state-deployed RAN. To the extent relevant to those discussions, FirstNet will appropriately coordinate with the Contractor relating to the ultimate arrangement with the state or territory.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 6**

**RFP Section Reference:** Section B.4.3, Excess Network Capacity

**Question:**

This paragraph states that a state that opts out then the offeror may not receive access to the network capacity value for that state or territory. Yet in your responses to the clarification filings FirstNet stated that any State that opts out will not be able to have access either the First Responder or the secondary revenue. Which of these two statements is the correct one? And if the offeror is not entitled to this income who exactly is and for what purpose?

**Answer:**

The solicitation—specifically, Section B.4.3, Excess Network Capacity— correctly states that the Contractor may not receive access to the network capacity value for a state or territory that successfully assumes responsibility for RAN deployment in that state or territory. Pursuant to the Public Notices, as part of successfully assuming responsibility for the state-deployed RAN, states and territories must enter

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in an SMLA or other agreement for the use of spectrum with FirstNet. The terms and conditions of any such agreement between FirstNet and the state or territory will govern the use of the spectrum.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 7**

**RFP Section Reference:** Standard Form 33, Block 9

**Question:**

Will FirstNet exceed the RFP due date until at least the end of May if not longer?

**Answer:**

Due to the critical schedule for award, the Government is extending the submission of proposals due date for two additional weeks.

**RFP Change (Yes/No):**

Yes

**RFP Change Description:**

Section L.2.5, Submission of Proposals, is being extended to "... on or before 2 p.m. Eastern Time on Friday, May 13, 2016."

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**Question #: 8**

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

We would like to participate in this RFP with the Network Monitoring and Service Assurance and Analytics solution. Would you please direct us to the section we should use to provide our answers for the requirements.

**Answer:**

It is FirstNet's intent to issue a single contract for the comprehensive solution outlined in the RFP. FirstNet expects Offerors to propose a solution that addresses all of the objectives identified in Section C, Statement of Objectives, and in accordance with all relevant sections of the RFP, or otherwise partner with an Offeror that plans to do so. As a courtesy, FirstNet is maintaining a list of those vendors that are interested in subcontracting and partnering opportunities with other potential Offerors. Please review Section L.2.1, Partnering/Teaming List, for more information.

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**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 9****RFP Section Reference:** Section B.4.3, Excess Network Capacity, 1<sup>st</sup> paragraph**Question:**

RFP states, “This results in the ability of the Contractor to utilize all 20 MHz of Band 14 spectrum under FirstNet’s license in order to derive revenue that may be retained by the Contractor.”

Will the Authority please confirm that all revenue derived both from providing prioritized broadband services to public safety personnel and from any and all monetization of excess network capacity under FirstNet approved spectrum use agreements for the states that the contractor builds will be retained by the contractor?

**Answer:**

Yes. As detailed in Section B.4.2, Public Safety Revenue, and in other sections of the RFP, the Contractor may charge and retain fees associated with use of the NPSBN by Public Safety Entities. Additionally, as further detailed in Section B.4.3, Excess Network Capacity, and in other sections of the RFP, the Contractor may derive and retain revenue from all excess network capacity from FirstNet-deployed RANs under this contract. In exchange for use of the excess capacity and other assets provided under the RFP by FirstNet, the Contractor will also be required to provide the fixed payments as set forth in Section L.3.3.7, FirstNet Minimum Payment Thresholds, and Section B.4.4, FirstNet Operational Sustainability. Where the Offeror proposes payments to FirstNet in excess of the stated minimum payments, that funding will be reinvested in the network in accordance with the Act.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 10****RFP Section Reference:** Section B.4.3, Excess Network Capacity, 1<sup>st</sup> paragraph**Question:**

RFP states, “This results in the ability of the Contractor to utilize all 20 MHz of Band 14 spectrum under FirstNet’s license in order to derive revenue that may be retained by the Contractor.”

Will the Authority please confirm that these spectrum use revenues flow directly to the Contractor to cover the cost to build, operate, and maintain the network?

**Answer:**

Yes, the public safety revenue and excess network capacity revenue will flow directly to the Contractor. As detailed in Section B.4.2, Public Safety Revenue, and in other sections of the RFP, the Contractor may charge and retain fees associated with use of the NPSBN by Public Safety Entities. Additionally, as further detailed in Section B.4.3, Excess Network Capacity, and in other sections of the RFP, the Contractor may derive and retain revenue from all excess network capacity from FirstNet-deployed RANs under this contract. In exchange for use of the excess capacity and other assets provided under the RFP by FirstNet, the Contractor will also be required to provide the fixed payments as set forth in Section L.3.3.7, FirstNet Minimum Payment Thresholds, and Section B.4.4, FirstNet Operational Sustainability. Where the Offeror proposes payments to FirstNet in excess of the stated minimum payments, that funding will be reinvested in the network in accordance with the Act.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 12****RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

We assume the reference to “other stakeholders” is intended solely to describe any public-private partnership structures between opt-out states, if any, and their respective commercial partners. Will the Authority please clarify the intended meaning of this reference to “other stakeholders” in A1.9?

**Answer:**

Your assumption is incorrect. The reference to “other stakeholders” is intended to indicate that FirstNet is not limited to entering into a single covered leasing agreement, but may—to the extent necessary to

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deploy the NPSBN—enter into multiple covered leasing agreements. See Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523, 63531 (Oct. 20, 2015). However, FirstNet intends to enter into a single covered leasing agreement with the Contractor as part of this RFP.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 14**

**RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.

J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....

Will the Authority please confirm that neither FirstNet nor its representatives will mandate or limit any of the terms and conditions (including those relating to capacity use, rates and fees as well as the assignment of priority service levels below those reserved for public safety) that must be included in or excluded from any such arrangements (other than terms reasonably required to assure that the stated priority service

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commitments and preemption rights and entitlements of public safety users on the Network will be honored and implemented)?

**Answer:**

FirstNet will not be involved in the negotiation of any agreements between a Contractor and any secondary users (i.e., non-Public Safety Entity, such as other commercial wireless customers) in states or territories in which the Contractor is responsible for network deployment and operation. Nevertheless, any such agreements will be subject to specific requirements of the Act and terms and conditions of the contract resulting from this solicitation including an executed covered leasing agreement between FirstNet and the Contractor (e.g., ensuring priority use of the network capacity by Public Safety Entities). As correctly noted in the question, FirstNet will not be involved in the establishment of any terms and conditions with any of the Contractor’s subcontractors or teaming partners (such as priority service levels below those agreed upon for public safety).

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 15**

**RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.



J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....

Will the Authority please confirm that any decision to enter into and to terminate any of such excess network capacity arrangements will be solely in the business discretion of the Contractor (assuming the Contractor complies with the terms of such arrangement and otherwise meets requirements of law applicable to such arrangements)?

**Answer:**

The authority to enter into or terminate a covered leasing agreement, as described in Section 1428(a)(2) of the Act, is an inherently governmental function that may only be conducted by FirstNet. The Contractor will have no discretion or authority to initiate or terminate any of these agreements.

However, FirstNet will not be involved in the negotiation of any agreements between a Contractor and secondary user (i.e., non-Public Safety Entity) in states or territories in which the Contractor is responsible for network deployment and operation. Nevertheless, any such agreements will be subject to specific requirements of the Act and terms and conditions of an executed covered leasing agreement between FirstNet and the Contractor (e.g., ensuring priority use of the network capacity by Public Safety Entities). To the extent Contractor is referring to such third-party agreements, then the Contractor will have the discretion to enter into or terminate such agreements subject to compliance with applicable laws and all terms of the contract resulting from this solicitation.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 16**

**RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.

J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....

Will the Authority please clarify, what control and role does the Contractor have in negotiating these excess capacity use business terms with secondary user entities?

**Answer:**

FirstNet will not be involved in the negotiation of any agreements between a Contractor and secondary user (i.e., non-Public Safety Entity) in states or territories in which the Contractor is responsible for network deployment and operation. However, any such agreements will be subject to the specific requirements of the Act and the terms and conditions of any executed covered leasing agreement between FirstNet and the Contractor (e.g., priority use of the network capacity by Public Safety Entities).

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 17****RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.

J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....”

Will the Authority please clarify, who has the final determination of acceptability of the business terms of any arrangements with such secondary user entities – FirstNet or the Contractor?

**Answer:**

FirstNet will not be involved in the negotiation of any agreements between a Contractor and secondary user (i.e., non-Public Safety Entity) in states or territories in which the Contractor is responsible for network deployment and operation. However, any such agreements will be subject to the specific requirements of the Act and the terms and conditions of any executed covered leasing agreement between FirstNet and the Contractor (e.g., priority use of the network capacity by Public Safety Entities).

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 18****RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.

J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....

Will the Authority please clarify whether the Contractor must offer or otherwise make available any excess capacity to secondary user entities (i.e., may the Contractor determine to use the entire excess capacity for meeting its own needs, or choose not to make any remaining excess capacity available to secondary user entities once its own needs are met)?

**Answer:**

The Contractor is not required to offer or otherwise make available any excess network capacity, but will have discretion in determining how to utilize the excess network capacity and provide secondary use of the network for non-public safety services in accordance with the terms of the contract, including all priority service commitments, preemption rights, and other entitlements of public safety users on the network.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 19****RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

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Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.

J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....

Will the Authority please clarify if there are any circumstances in which secondary user entities could obtain access to any excess network capacity directly from FirstNet (e.g., could FirstNet mandate that non-priority access to and use of the Network be made available to non-public safety group members in the event of a declared emergency)?

**Answer:**

FirstNet may only directly provide access to network capacity on a secondary basis to entities that have entered into a covered leasing agreement with FirstNet as described in Section 1428(a)(2) of the Act.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 20**

**RFP Section Reference:**

Section J, Attachment J-7, Operational Architecture, Section 1.3, Operational Architecture – FirstNet Functions, Sub-Paragraph A1.9, Covered Leasing Agreements

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.3

Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 3.1, subparagraph (iv)

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Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 4.1

**Question:**

A1.9 States, FirstNet is “Responsible for creating the framework for the secondary use of Band 14, negotiating Covered Leasing Agreements with the Contractor and other stakeholders, and monitoring the agreements.”

J-20, Section 2.3 cites “this is not a spectrum lease” and “the Contractor is expressly prohibited from subleasing spectrum authorized to FirstNet”.

J-20, Section 3.1, part (iv) cites, “FirstNet shall make all policy decisions regarding the NPSBN”.

J-20, Section 4.1, cites, “... contractor shall be solely responsible for ... all licenses (except for station license WQQE234), permits, consents, authorizations or other rights required for the use of the Network Capacity, including with respect to the NPSBN and the provision of wireless services to any PSE user or secondary user....

Will the Authority please clarify if there are any limitations imposed by FirstNet regarding the entities to whom excess network capacity is monetized?

**Answer:**

There is no limitation on the types of entities that may gain access to or use of the network on a secondary basis for non-public safety services. See Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523, 63528 (Oct. 20, 2015). However, the Contractor shall abide by the terms and conditions of the covered leasing agreement set forth in the Act and the contract.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 21

**RFP Section Reference:** Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraphs 2.3, 3.1, and 4.1

**Question:**

If the Contractor is successfully meeting all performance milestones and annual payment commitments to FirstNet without maximizing the value of the excess network capacity, does the Authority have any interest or mechanism to compel the Contractor to expand monetization of the excess network capacity and generate more revenue from the spectrum?

**Answer:**

No. FirstNet’s goal is to maximize the performance of the NPSBN, as defined through the objectives described in Section C, Statement of Objectives. The network capacity lease provides a means to support

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the performance of those public safety objectives through a public-private arrangement. FirstNet expects that an Offeror will develop a proposal that will allow it to compete on the performance of the NPSBN’s stated objectives and meet or exceed FirstNet’s identified minimum payments per Section B.4.4, FirstNet Operational Sustainability, and other sections of the RFP, while allowing for a successful and financially sustainable business model for both the Contractor and FirstNet. Any excess revenue that would come back to FirstNet would be reinvested in the network, in accordance with the Act, as well to ensure the best possible network for public safety.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 22**

**RFP Section Reference:** Section B.4, Financial Resources and Capabilities

**Question:**

Would FirstNet be receptive to tax advantaged network financing arrangements (e.g., private sources of capital would fund some share of (and to the extent of such funding, would own title to) for network equipment under a “leasing arrangement” – allowing the private capital sources to obtain depreciation/other tax benefits as part of their “all in return”)?

**Answer:**

FirstNet does not intend to own title to network equipment. Offerors are free to propose title, financing, and tax structures as part of their overall business plan to best meet the objectives of the NPSBN as set out in Section C, Statement of Objectives, and in accordance with all applicable laws and regulations with regard to tax arrangements and/or benefits.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 23**

**RFP Section Reference:** Section B.4, Financial Resources and Capabilities

**Question:**

What activities will occur at the conclusion of the contract? Does the Authority intend that spectrum use agreements will be renegotiated and/or another competitive procurement will be awarded for follow-on FirstNet network build, operation, and maintenance?

**Answer:**

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Upon expiration of the period of performance, any follow-on procurement will be conducted in accordance with all applicable laws and regulations with regard to the competitive process. At the conclusion of the contract—or in the event of any cessation of the contract—the Contractor will develop a transition plan, pursuant to Section H.16.4, Transition Plan.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 24**

**RFP Section Reference:** Section M.4, Evaluation Factors, 3<sup>rd</sup> paragraph

**Question:**

The Authority's evaluation factors are listed in descending order of importance. Will the Authority please provide the numeric weights of each of the evaluation factors for this procurement?

**Answer:**

The Government is not assigning numeric weights to the evaluation factors for this acquisition. All factors and sub-factors were identified along with their relative importance in accordance with FAR 15.304.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 25**

**RFP Section Reference:** Section L.3.1.1, Section One – General, 5<sup>th</sup> paragraph

**Question:**

The Authority states that separate tabs are required to describe the Day 1 Task Orders solutions. Please confirm that the tabs are considered attachments to the Business Volume and, therefore, the tabs are excluded from the 100 page limitation of the Business Volume.

**Answer:**

Yes, the Day 1 task order solutions are attachments to the Business Volume. However, the RFP will be amended to provide clarification as well as to identify a page limitation applicable to these solutions.

**RFP Change (Yes/No):**

Yes



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**RFP Change Description:**

L.3.1.1 Section One – General, fifth paragraph, is hereby revised, as incorporated in Amendment No. 001, to read, "... Each separate tab noting the solution for each Day 1 task order shall not exceed 50 pages in length (25 sheets of paper, double-sided print)."

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**Question #: 26****RFP Section Reference:** Section L, General**Question:**

An executive summary would be a valuable tool for the Authority to better understand the offer and accelerate proposal evaluation. May the Offeror provide an executive summary for each proposal volume? Is it acceptable to exclude the executive summary from the page count limitations established for each proposal volume in section L?

**Answer:**

Yes, Offerors may include an executive summary within each volume submission. The RFP is hereby amended, as incorporated in Amendment No. 001, to include details regarding the executive summary submission, which will be excluded from the overall page count limitation.

**RFP Change (Yes/No):**

Yes

**RFP Change Description:**

Section L.3, Proposal Format and Submission Instructions, second paragraph is hereby revised, as incorporated in Amendment No. 001, to include the following statement: "Each volume may include an Executive Summary that shall not exceed 4 pages in length (2 sheets of paper, double-sided print)." The third paragraph, fifth sentence is hereby revised to read, "The page limitation excludes the cover page; an Executive Summary ..."

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**Question #: 27****RFP Section Reference:** Section J, Attachment J-1, Coverage and Capacity Definitions, General**Question:**

Will the Authority please identify/provide the file names for the shape files in the Coverage\_Objectives\_Map\_v1.0.mpk data for CONUS, AK, PR and VI? Should Offerors also use the shape files from the Draft RFP or are all shape files for the Final RFP being made available for every State, territory, and required coverage scenario addressed by this RFP?

**Answer:**

As described in Section J, Attachment J-1, Coverage and Capacity Definitions, Section 1, Coverage Objectives, all individual shape files have been combined into a single file entitled Coverage\_Objectives\_Map\_v1.0.mpk. The mpk file provides layer title headings to distinguish CONUS, AK, PR, and VI. Only those files released with the RFP on January 13, 2016 (Solicitation D15PS00295E), apply.

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**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 28****RFP Section Reference:** Section C.6, State Coverage Objectives, 2<sup>nd</sup> paragraph**Question:**

States deploying their own RAN must meet the coverage objectives and the terms of a Spectrum Manager Lease Agreement.

Why is this agreement called a SMLA? Why is this referred to as a SMLA and not a CLA? What is the difference between these two terms?

**Answer:**

A covered leasing agreement and a spectrum manager leasing agreement are two different types of arrangements available to FirstNet for leasing excess network capacity and leasing spectrum, respectively. A covered leasing agreement is described in 47 U.S.C. § 1428(a)(2). A spectrum manager leasing agreement is described in 47 C.F.R. § 1.9020. The agreement with the Contractor will be a covered leasing agreement. An SMLA may be utilized where a state or territory successfully assumes responsibility for the state-deployed RAN.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 29****RFP Section Reference:** Section B.4.5, Adjustment to Proposed Payments to the Contractor for State RAN Provision, 1<sup>st</sup> paragraph**Question:**

Funding to the contractor will be reduced by the amount of the cost of deployment indicated for a State that is authorized to Opt-out. Funds will be made available to the State through an NTIA grant program.

How will these funds be redistributed, if not used for grants to States? Will the funds be redistributed to the contractor if those funds are not used for grants to the States?

**Answer:**

All funding that remains with FirstNet following the administration of the grant program described in 47 U.S.C. § 1442 will be reinvested in the construction, maintenance, operation, and improvement of the

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NPSBN by FirstNet in accordance with the Act. The timing and method for such investment will be determined after final commitment of all necessary grant funds.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 30**

**RFP Section Reference:** Section J, Attachment J-17, Coverage and Capacity Template, Network Capacity Tab

**Question:**

There are 17 total tabs requiring extensive information in J-17. The Network Capacity tab only indicates 11 rows – it does not seem complete – and the amount of information requested is unclear. Will the Authority please clarify the format for the Network Capacity tab within J-17 and the information requested?

**Answer:**

Within the Network Capacity tab of Section J, Attachment J-17, Coverage and Capacity Template, each row is to be completed by the Offeror. Each row should contain a single county in which an Offeror can describe its Band 14 capacity. An updated version of the Attachment J-17 spreadsheet is being provided with all the counties listed as incorporated in Amendment No. 001. If an Offeror has no Band 14 capacity in a given county, then the Offeror should enter 0 for that county or leave the value blank.

**RFP Change (Yes/No):**

Yes

**RFP Change Description:**

Section J, Attachment J-17, Coverage and Capacity Template, Band 14 Network Capacity tab, is hereby revised, as incorporated in Amendment No. 001, to include a complete list of counties (with the associated FIPS code). If an Offeror has no Band 14 capacity, then within the spreadsheet an Offeror is instructed to enter 0.

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**Question #: 31**

**RFP Section Reference:** Section J, Attachment J-1, Coverage and Capacity Definitions, 2<sup>nd</sup> paragraph and Figure 1, Coverage Objective Map

**Question:**

There is considerable state to state variation in state-defined persistent coverage objectives. When scoring proposals, will FirstNet be taking into consideration how well the proposals address all of the coverage inputs or will they consider only the uniformly derived FirstNet baseline coverage? If all

persistent coverage inputs will be considered (FirstNet Baseline, State Input, Federal Input), how will FirstNet assign value to satisfying these different input objectives?

**Answer:**

As stated in Section J, Attachment J-1, Coverage and Capacity Definitions, Section 1, Coverage Objectives, “The coverage objective map reflects coverage objectives based on data from the following four categories:

- **FirstNet Baseline** – Original coverage objective map developed by FirstNet, further described in Section 3, Coverage Objective Map Methodology
- **State Inputs** – Areas of interest identified by states, territories, and tribal nations that were not addressed in FirstNet’s baseline
- **Federal Inputs** – Areas of interest from federal entities, not identified by the FirstNet baseline or state inputs
- **On-Demand Temporary** – Areas where there are rare occurrences for the need of coverage

The FirstNet baseline ... indicates areas where persistent coverage is desired. On-demand temporary solutions are adequate for the other areas identified."

As stated in Section M.4.2.1, Coverage and Capacity Maps and Statistics, “The Offeror’s proposed solution will be evaluated for each of the 56 states and territories using the information provided by the Offeror through coverage maps as well as network statistics included in Section J, Attachment J-17, Coverage and Capacity Template. The Government will evaluate the maps and statistics against the coverage objectives specified in Section J, Attachment J-1, Coverage and Capacity Definitions ... The Government will evaluate the Offeror’s proposed solution using a quantitative approach for each of the following coverage and capacity elements:

- **Non-Band 14 Area Coverage** – The amount of land mass that is covered with non-Band 14 coverage solutions
- **Non-Band 14 Population Coverage** – The amount of population that is covered with non-Band 14 coverage solutions
- **Band 14 Area Coverage** – The amount of land mass that is covered with Band 14 coverage solutions
- **Band 14 Population Coverage** – The amount of population that is covered with Band 14 coverage solutions
- **Band 14 Network Capacity** – The amount of designed network capacity for first responders and secondary users”

Each of the above elements in the quantitative approach will be weighted equally. Other elements of an Offeror's coverage will be evaluated qualitatively referencing the objectives as set forth in Section C, Statement of Objectives, and the requirements and recommendations specified in Section J, Attachment J-3, FCC TAB RMTR.

**RFP Change (Yes/No):**

Yes

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**RFP Change Description:**

Section M.4.2.1, Coverage and Capacity Maps and Statistics, is hereby amended, as incorporated in Amendment No. 001, to read, “...the following coverage and capacity elements, which are of equal importance: ...”

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**Question #: 32**

**RFP Section Reference:** Section L.3.2.1.1.1, Non-Band 14 Area Coverage

**Question:**

Is the non-B14 coverage intended to be only temporary or might it be part of the long-term solution (i.e. post FOC)? If non-B14 coverage is part of the long-term solution, will FirstNet require the same QPP standards as on B14 coverage? Similarly, might the non-LTE technologies be part of the long-term solution?

**Answer:**

As stated in Section M.2, Evaluation Process, second paragraph “... the Government will consider unique, innovative approaches to achieving an overall best value solution consistent with the objectives as set forth in Section C, Statement of Objectives, and the requirements and recommendations specified in Section J, Attachment J-3, FCC TAB RMTR.”

Offerors should propose the best overall RAN design and solution with respect to Section C, Statement of Objectives. Complementary to LTE on Band 14, this proposed design may include Non-Band 14 and/or non-Long Term Evolution (LTE) as a part of a long-term solution.

While FirstNet's preference is for Quality of Service, Priority, and Preemption (QPP) functionality on all operational bands, it is up to the Offeror to determine whether QPP functionality is achievable on non-Band 14 spectrum and technologies as part of their proposed solution.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 33**

**RFP Section Reference:** Section C.7, Minimum Technical Requirements and Section J, Attachment J-3, FCC TAB RMTR

**Question:**

Paragraph C.7 lists as an “objective” that “the Offeror’s solution shall comply with these minimum requirements (Section J, Attachment J-3, FCC TAB RMTR)”. However, as presented in these two documents, there are a variety of statements that allow the interpretation to be treated as a non-requirement. These include: 1) the Statement of Objectives nature of the requirement itself, 2) the

“recommended” aspect of the J-3 document, and 3) the mix of “Recommended Requirements” and “Recommended Considerations” throughout the J-3 document. Does FirstNet intend for these recommended minimum technical requirements to be treated as requirements that must be met? If so, please clarify the above ambiguity.

**Answer:**

While the RFP is an objectives-based procurement intended to provide maximum flexibility to the Offeror while ensuring the greatest value for public safety, the Act mandates certain requirements. Those requirements that are not objectives but are firm requirements that must be met or exceeded are set forth in Section J, Attachment J-3, FCC TAB RMTR. Those items that are described in the FCC TAB RMTR as “recommended requirements” and include the word “shall” must be met. For those items that are described in the FCC TAB RMTR as “recommended requirements” and include the word “should” (instead of “shall”) are not required to be met; however, Offerors are strongly encouraged to address them in their proposed solution.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 34

**RFP Section Reference:** Section J, Attachment J-6, Quality Assurance Surveillance Plan, Entire document

**Question:**

Will Offerors be required to provide a compliance matrix indicating their specific responsiveness to both the “requirements” and “considerations” of this attachment in order to facilitate proposal evaluations and a value comparison? If yes, will the proposed compliance matrix response be incorporated into the contract as a deliverable that will be verified under the QASP?

**Answer:**

With regard to Section J, Attachment J-22, Solicitation Conformance Traceability Matrix, the Government will utilize this matrix in Phase II – Solicitation Conformance, as stated in Section M.2.2. During this phase, the Government will conduct an initial review of the proposals received in order to verify conformance and completeness with the RFP instructions, including any/all attachments and exhibits, prior to commencement of evaluations in Phase III – Pass/Fail and Phase IV – Detailed Evaluation. The matrix will not be utilized during the value proposition assessment (see Section M.4.5, Offeror’s Value Proposition Assessment) nor be incorporated into the contract as a deliverable within the Quality Assurance Surveillance Plan (QASP) (Section J, Attachment J-6, Quality Assurance Surveillance Plan and/or Section J, Attachment J-9, QASP Surveillance Matrix Template).

**RFP Change (Yes/No):**

No

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**RFP Change Description:**

N/A

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**Question #:** 36**RFP Section Reference:** Section L.3.2.1.2.4.5, NPSBN RAN Enhancements**Question:**

It is understood that the proposed coverage and capacity are required to be satisfied by the conclusion of the FOC phase. Beyond this milestone, paragraph L.3.2.1.2.4.5 requires Offerors to describe a strategy to support “necessary network expansion” including “methodologies and thresholds used to trigger Offeror-defined actions.” The paragraph also makes reference to both shared and independent efforts for such improvements. Where will the funding for future expansions, whether Offeror defined or based on government defined need, be derived? Will a portion of the user fees be allocated for expansion or will affected governments be responsible for this expansion? Who will be responsible for any increased operational costs due to the expansion?

**Answer:**

If the Contractor’s proposed solution included future expansions to the NPSBN, upon award, the Contractor would be responsible for costs related to those expansions.

With regard to Government-defined future expansions of the NPSBN, a subsequent task order would be issued and funded under this contract or through a separate RFP process. In the case of Contractor-offered expansions post-award, the Contractor would be required to follow the process identified in Section H.11, Technology Refresh/Enhancement Proposals.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 37**RFP Section Reference:** Section J, Attachment J-1, Coverage and Capacity Definitions, 2<sup>nd</sup> paragraph**Question:**

The defined “link budget cell edge minimum data rates of 768 kbps DL and 256 kbps UL” are based upon the TAB’s RMTR report written May 22, 2012 (aka attachment J-3). Given the continued rapid increase in commercial mobile data speeds and demand for applications, please explain why this minimum speed threshold will still meet public safety needs at the start of implementation in 2017 and also by the FOC in 2022 (ten years after the report was written). Will there be a contractual provision that compels vendors to keep pace with increasing data rates in the future and, if so, please explain the nature of that provision?

**Answer:**

As indicated in Section J, Attachment J-1, Coverage and Capacity Definitions, Section 2 Coverage Definition, the 256 kbps uplink (UL) and 768 kbps downlink (DL) values establish an Offeror's cell-edge coverage contour and are not throughput requirements. First responders using the NPSBN may require more or less throughput depending on the application(s) they are using and how they are using the application(s). The Contractor will be ultimately responsible for traffic engineering and provisioning the NPSBN to meet or exceed the requirements of the contract (also, see Section C, Statement of Objectives, Section C.5, Objectives, Objective #13, Life-Cycle Innovation).

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 38****RFP Section Reference:** No RFP reference noted in question submitted**Question:**

Industry common Public Private Partnerships (P3) call for Private Equity to help fund the solution. Will this contract be a FAR IDIQ or will it mold to a proper Public Private Partnership (P3) as common in many vertical industries, such as Transportation, Infrastructure or Commercial endeavors?

**Answer:**

As stated in Section B, Supplies or Services and Prices/Costs, and Section L.1.1, FAR 52.216-1, Type of Contract (APR 1984), the award as a result of this RFP will be an Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract in accordance with FAR 16.5.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 39****RFP Section Reference:** No RFP reference noted in question submitted**Question:**

The law specifies the use of Public Private Partnership (P3) as a way to build and maintain the Public Safety solution. If a proper P3 is utilized what are the intentions of the Department of the Interior or FirstNet in taking part in the P3 presented?

**Answer:**



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The intent of this question is unclear; however, FirstNet intends to enter into a public-private arrangement for the construction, management, and operation of the NPSBN as specified in the Act.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 40

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

Is FirstNet willing to invest the 6.75 Billion into a P3 solution if chosen?

**Answer:**

The intent of this question is unclear; however, FirstNet intends to enter into a public-private arrangement for the construction, management, and operation of the NPSBN as specified in the Act and in accordance with the objectives described in Section C, Statement of Objectives and associated attachments in Section J of the RFP. FirstNet expects that an Offeror will develop a proposed solution that will allow it to compete on the performance of the NPSBN's stated objectives, be compliant with the structure as proposed in the RFP, and meet or exceed FirstNet's identified minimum payments. With respect to payments to the Contractor, Offerors should particularly note the instructions identified in Section L.3.3.2, Payments to the Contractor, among other sections of the RFP with regard to the \$6.5 billion budget authority.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 41

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

Who will evaluate the proposals submitted?

**Answer:**

The source selection evaluation team will evaluate all proposals received in accordance with the criteria stated in Section M, Evaluation Factors for Award, of the RFP.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

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N/A

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**Question #:** 42

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

If IDIQ is the method of delivery who will fund the rest of the build? Who will maintain the operations for the long-term?

**Answer:**

As stated in Section B.4.1, Budget Authority, under provisions in the Act, FirstNet was provided an initial \$7 billion in budget authority. For proposal preparation purposes, the Offeror should assume FirstNet is contributing up to \$6.5 billion of allocated funding to the NPSBN obligated via the Day 1 and subsequent task orders. Funding contributions from FirstNet will only be payable upon acceptance of the Initial Operational Capability (IOC)/Final Operational Capability (FOC) milestones (as described in Section J, Attachment J-8, IOC/FOC Target Timeline), as they correlate to the proposed solution. Maintenance of operations is based on the proposed solution and will be the Contractor's responsibility at award and throughout the life of the contract.

In addition, the Offeror may utilize Band 14 network capacity to derive revenue from Public Safety Entities and other network capacity users. With these resources, the Offeror is expected to maintain network operations for the life of the contract based on its proposed solution and subsequent contract.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 43

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

If FirstNet selects a true P3 model for its design, build, operate and maintain solution will FirstNet be an equity owner of the P3? Or will FirstNet just expect a fee? What will the fee total?

**Answer:**

The intent of this question is unclear; however, FirstNet intends to enter into a public-private arrangement for the construction, management, and operation of the NPSBN as specified in the Act. In accordance with Section L.3.3.7, FirstNet Minimum Payment Thresholds, and Section B.4.4, FirstNet Operational Sustainability, the Contractor will be required to provide the minimum payments throughout the life of the contract.

**RFP Change (Yes/No):**

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No

**RFP Change Description:**

N/A

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**Question #:** 44

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

Will FirstNet consider a fully privately funded partnership, to include long-term operations and maintenance of the network, to create a national carrier?

**Answer:**

Yes, each Offeror is afforded the opportunity to propose funding sources for the deployment, operation, and management of the NPSBN as long as the proposed solution meets all objectives and associated Section J attachments, as well as all other applicable terms and conditions as stated in the RFP. Additionally, this proposed solution will be evaluated in accordance with the criteria as stated in Section M, Evaluation Factors for Award.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 45

**RFP Section Reference:** No RFP reference noted in question submitted

**Question:**

For those States that decide to Opt Out will FirstNet expect a fee or are they willing to be minority shareholder in each State P3?

**Answer:**

The intent of this question is unclear; however, FirstNet intends to enter into a public-private arrangement for the construction, management, and operation of the NPSBN as specified in the Act.

In addition, the terms of a potential SMLA or any other agreement between FirstNet and a state or territory that successfully assumes responsibility for RAN deployment in that state or territory will be negotiated between such state or territory and FirstNet and governed by the Act as interpreted by FirstNet's "Second Public Notice."

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 48**RFP Section Reference:** No RFP reference noted in question submitted**Question:**

Will a winning Contractor be entitled to use Federal Preemption of local building and planning in siting the antennas necessary to accommodate a robust First Responder network?

**Answer:**

No, the Contractor will not be entitled to use Federal preemption of local building and planning in siting the antennas necessary to accommodate a robust network. However, it would be FirstNet's intent where feasible and appropriate to coordinate with the Contractor to help support site planning efforts.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 52**RFP Section Reference:** No RFP reference noted in question submitted**Question:**

Will the FCC's E rate funds be allowed to pay for high speed internet provided by the Contractor?

**Answer:**

The Universal Service Program for Schools and Libraries program, or E-Rate program, is administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission (FCC). FirstNet is not in a position to determine allowable use of E-Rate funds.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 53**RFP Section Reference:** No RFP reference noted in question submitted**Question:**

Are any operating funds contemplated to be provided by FirstNet to the Contractor at any point in the process?

**Answer:**

As detailed in Section L.3.3.2, Payments to the Contractor, among other sections of the RFP, the Contractor is instructed to propose the amount and timing of payments to be made from FirstNet to the Contractor. These payments to the Contractor may be made upon successful achievement, approved by FirstNet, of each IOC and FOC for the Day 1 task orders and each state and territory task orders (i.e., Initial FirstNet-Deployed RANs and Delayed FirstNet-Deployed RANs). The Contractor is free to utilize payments from FirstNet to the Contractor for capital or operating expenses, consistent with its proposed business model. Any funding beyond the proposed and agreed to amount of payments from FirstNet to the Contractor in support of the NPSBN will be associated with additional mutually agreed upon task orders or another RFP.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 57****RFP Section Reference:** Section B.4, Financial Resources and Capabilities**Question:**

Must the funds slated for payment to FirstNet over time be paid even if the network is working well and only a ministerial or supervisory role by FirstNet is required?

**Answer:**

Yes, payments must be made to FirstNet based on the Contractor's proposed solution throughout the life of the contract. FirstNet must be sustainable on an ongoing basis and in any given Government fiscal year pursuant to the Act and other applicable statutes and as stated in the RFP and resultant contract.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 58****RFP Section Reference:** Section B.4, Financial Resources and Capabilities**Question:**

What are the funds slated for payment to FirstNet to be used for, and the Contractor benefit from these funds if they are determined to be unneeded for FirstNet's operations in the future?

**Answer:**

The FirstNet minimum payments represent estimated base operating and general administrative costs, including required personnel associated with the currently contemplated Operational Architecture as set forth in Section J, Attachment J-7, as well as costs for establishing a network re-investment reserve fund, supporting recapitalization of the network, acquisition support and planning, and other authorized purposes under the Act and applicable laws.

All funds received by FirstNet will be utilized in accordance with the Act.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 61**

**RFP Section Reference:** Section J, Attachment J-7, Operational Architecture, 1<sup>st</sup> paragraph

**Question:**

Will FirstNet provide the spectrum/frequency clearing (initial and ongoing) for the NPSBN or will this be a requirement for the contract prime?

**Answer:**

FirstNet has established a federal grant program to provide assistance to eligible public safety incumbents in relocating from Band 14. FirstNet will maintain oversight and be responsible for spectrum management and clearing activities.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #: 65**

**RFP Section Reference:** Section J, Attachment J-7, Operational Architecture, 1<sup>st</sup> paragraph

**Question:**

Will FirstNet provide the management of license allocations to state and local entities for the use of the FirstNet spectrum or is this a requirement of the contract prime?

**Answer:**

FirstNet will maintain control of the FCC license.

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**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 66**RFP Section Reference:** Section M.2.1, Phase I – Capability Statements, 1<sup>st</sup> & 2<sup>nd</sup> paragraphs**Question:**

On what date will prospective bidders receive formal feedback from the Authority on submitted capability statements as to whether or not they are a viable competitor?

**Answer:**

The notification identified in Section M.2.1, Phase I – Capability Statements, will be provided as soon as practicable upon completion of evaluation of the submissions.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 94**RFP Section Reference:** Section L.2.3, Formal Communication – Request for RFP Clarification, 1<sup>st</sup> paragraph**Question:**

When will FirstNet provide answers to questions from prospective bidders? Is there a target timeframe to provide answers and responses to vendor questions?

**Answer:**

Responses to questions will be provided on a rolling basis as expeditiously as possible in a similar fashion to how the Government responded to questions to FirstNet's Special Notice and draft RFP documents released in 2015. If the Government determines an amendment is necessary after reviewing the questions and requests for clarifications, it will work to post such amendments as expeditiously as possible and may do so in increments.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #:** 95

**RFP Section Reference:** Section B.3, North American Industry Classification System Code, 2<sup>nd</sup> paragraph

**Question:**

Will the Authority please confirm the small business size standard for this procurement? How does the referenced NAICS code affect prospective bidders or their ability to obtain an award for this procurement?

**Answer:**

A request was submitted in response to the Special Notice issued April 27, 2015, asking for consideration in changing the North American Industry Classification System (NAICS) code. Based on this request, the determination was made to change the NAICS code to 517210 Wireless Telecommunications Carriers (except Satellite), which is reflected in Section B.3, North American Industry Classification System Code. The Small Business Administration established definitions of small businesses, or "size standards," which represent the largest size that a business (including its subsidiaries and affiliates) may be to remain classified as a small business concern. An Offeror may represent that it is a small business concern in connection with a specific solicitation if it meets the definition of a small business concern applicable to the NAICS codes stated in the solicitation. This representation will not affect the ability of an Offeror to obtain an award for this procurement.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #:** 96

**RFP Section Reference:** Section L.2.4, Submission of Capability Statements & L.2.5, Submission of Proposals, 1<sup>st</sup> paragraph

**Question:**

The scope, scale, complexity, business model considerations, and pricing for this 25 year, nationwide solution is very challenging and requires numerous partnerships, relationships, and very detailed network design. The RFP provides a very short timeline between the required Capability Statement submission date, when bidders would receive Government feedback, and the final proposal due date. Prospective bidders require sufficient time to understand the Authority's responses to questions, assess the impact of those responses and amendments on the solution and required business partnerships to deliver the solution nationwide for 25 years.

Will the Authority grant a two month extension to the required proposal submission date to enable qualified bidders to develop and execute more complete partnerships and compliant solutions?

**Answer:**



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Due to the critical schedule for award, the Government is extending the submission of proposals and submission of capability statement due dates for only two additional weeks.

**RFP Change (Yes/No):**

Yes

**RFP Change Description:**

Section L.2.4, Submission of Capability Statements, is being extended to "... on or before 2 p.m. Eastern Time on Thursday, March 31, 2016." Section L.2.5, Submission of Proposals, is being extended to "... on or before 2 p.m. Eastern Time on Friday, May 13, 2016."

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**Question #:** 99

**RFP Section Reference:** Section L.3.1, Volume I – Business Management, and L.3.1.2, Section Two, Leadership and Program Management

**Question:**

The RFP states attachments required to be completed are not part of the page limitation. Are the required plans and other elements (program management and staffing, PWS, WBS from L.3.1.2), and Day 1 solutions considered attachments and therefore not part of the page count?

**Answer:**

Yes, attachments and templates are excluded from the page limitation identified in Section L.3.1, Volume I – Business Management. Specifically, this exclusion includes the Day 1 task order tabs as well as those items identified in Section L.3.1.1, Section One – General; the Solicitation Conformance Traceability Matrix (Section J, Attachment J-22), the small business subcontracting plan; past performance reference forms; resumes (referenced in L.3.1.2, Section Two – Leadership and Program Management); Public Safety Device Connections Template (reference in L.3.1.3, Section Three – Public Safety Customer Acquisition); and all items identified in Section L.3.1.5, Section Five – Financial Standing. All other items not stated in the exclusion shall be considered in the page limitation as stated. However, the RFP will be amended to provide clarification as well as to identify any page limitation applicable.

**RFP Change (Yes/No):**

Yes

**RFP Change Description:**

Section L.3.1, Volume I – Business Management, is hereby amended, as incorporated in Amendment No. 001, to clarify this exclusion applies to those items identified in Section L.3.1.1, Section One – General; the Solicitation Conformance Traceability Matrix, the Small Business Subcontracting Plan; Past Performance reference forms; only the resumes referenced in L.3.1.2, Section Two – Leadership and Program Management; only the Public Safety Device Connections Template referenced in L.3.1.3, Section Three – Public Safety Customer Acquisition; and all items identified in Section L.3.1.5, Section Five – Financial Standing. Also, L.3.1.1 Section One - General, 5th paragraph is hereby amended, as incorporated in Amendment No. 001, to read, "...Each separate tab noting the solution for each Day 1 task order shall not exceed 50 pages in length (25 sheets of paper, double-sided print).

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**Question #:** 100**RFP Section Reference:** Section C.5 Objectives**Question:**

How do you plan to incentivize states to participate?

**Answer:**

FirstNet expects that Offerors will provide innovative, mutually beneficially business plans that meet the objectives described in Section C, Statement of Objectives, and therefore, provide a compelling case for state and territory participation in the nationwide deployment of the NPSBN.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 105**RFP Section Reference:** Section M.2.1, Phase I - Capability Statements**Question:**

One of the criteria in the Capability Statements to be submitted from nationwide bidders is a demonstration of their existing and planned rural partnerships.

QUESTION: At the time these Capability Statements are submitted, will FirstNet require that the existing or potential rural partners be named and will these entities be given an opportunity to communicate directly with FirstNet and provide input on the status of the partnership arrangements?

**Answer:**

Yes, in accordance with Section M.2.1, Phase I – Capability Statements, the Offeror's submission should provide information demonstrating existing and planned rural partnerships. However, those rural entities identified will not be afforded an opportunity to communicate directly with the Government. Any information a potential Offeror wants to be considered, such as any input with regard to the status of the rural partnership arrangement, should be provided with the capability statement submission.

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #:** 106**RFP Section Reference:** Section L.3.2.1, Coverage and Capacity**Question:**

With the submission of Capability Statements, FirstNet is requiring nationwide bidders to demonstrate an intent to enter into rural partnerships for at least 15% of the total rural coverage nationwide.

QUESTIONS: Does FirstNet intend to oversee the negotiation process between nationwide bidders and potential rural partners? If so, how and at what point in the RFP process will this occur?

**Answer:**

No, the Government—specifically, FirstNet—will not "oversee the negotiation process between nationwide bidders and potential rural partners."

**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

**Question #:** 150**RFP Section Reference:** Section L.2.4, Submission of Capability Statements**Question:**

The proximity of answers to questions provided at the Pre-Proposal Conference (March 10) and the due date for Capability Statements (March 17) does not provide adequate time for offerors to incorporate answers to questions into their (hard copy) submission. Can the Government please extend the due date for Capability Statements to March 31 to allow adequate time for the incorporation of answers to questions provided at the Pre-Proposal Conference?

**Answer:**

Due to the critical schedule for award, the Government is extending the submission of capability statements due date for two additional weeks.

**RFP Change (Yes/No):**

Yes

**RFP Change Description:**

Section L.2.4, Submission of Capability Statements, is being extended to "... on or before 2 p.m. Eastern Time on Thursday, March 31, 2016."