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**Question #:** 86 – *Please note, the answer to this question hereby supersedes the one issued in Amendment 002*

**RFP Section Reference:** Section J, Attachment J-10, Cybersecurity, Section 2.2, Dedicated Cybersecurity Program

**Question:**

The RFP in this section lists several complex, compound requirements that are covered in more detail elsewhere in the appendix.

Should offers treat Section 2.2 as text and not specific security requirements?

**Answer:**

Yes, Section J, Attachment J-10, Cybersecurity, Section 2.2, Dedicated Cybersecurity Program, should be considered as general text. The section includes objectives of the security program for the NPSBN rather than specific requirements.

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

No

**RFP Change Description:**

N/A

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**Question #:** 87

**RFP Section Reference:** Section J, Attachment J-10, Cybersecurity, Section 2.4.2, Devices and Applications, 1st Bullet, Secure Operating System Architecture

**Question:**

Is this section of the RFP on Secure Operating System Architecture specifying that a particular technology, i.e., AppContainers, should be used? Or simply that the standard Android and iOS methods for running and isolating applications should be used and represent an acceptable solution? It seems that the RFP is specifying a container on top of standard Android or iOS, and we request the Authority clarify this set of requirements.

**Answer:**

“The use of solutions such as software, application containers or equivalent, is specified through various sections in the RFP (e.g., Section J, Attachment J-10, Cybersecurity, Section 2.4.2, Devices and Applications) as a method of isolating FirstNet applications, protecting agency applications and agency data in mobile devices. The Offeror shall describe their proposed strategy pertaining to securing devices and the applications running on those devices, as indicated in Section C, Statement of Objectives, Section C.5, Objectives whether the solution uses the container solution of the OS or not.”

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

Yes

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**RFP Change Description:**

Section C.5, Objectives, #4, fourth bullet is being revised, in this Amendment 003, to read, “Support secure containers to isolate FirstNet applications”

Section J, Attachment J-10, Cybersecurity, Section 2.4.2, Devices and Applications, first bullet, Secure Operating System Architecture, second sub-bullet which reads, “Every application and even large portions of the OS should run inside their own isolated sandbox called an AppContainer (Android, Windows – OS)” is hereby deleted in this Amendment 003.

Section J, Attachment J-14, Terms of Reference, "Software Container" definition is hereby deleted in this Amendment 003.

**Question #:** 121

**RFP Section Reference:** Section J, Attachment J-24, Public Safety Device Connections Template, Extended Primary User Group

**Question:**

When will a final interpretation of the definition of Public Safety from the third public notice be available?

**Answer:**

The Act, at Section 1401(26), defines the term "public safety entity." See 47 U.S.C. § 1401(26). At this time, FirstNet does not intend to interpret this term as it is defined in the Act.

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

No

**RFP Change Description:**

N/A

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**Question #:** 137

**RFP Section Reference:** Section J, Attachment J-4, Section 4.1 SV-1 RAN to Core Interface (Interface #2)

**Question:**

Figure 3 is the same as Figure 2; is this an error?

**Answer:**

Amendment 002 provided clarification between the two figures and modified the diagram in Figure-3 SV-1 RAN(s) to Core of Section J, Attachment J-4 System and Standards Views to better illustrate the system view for RAN to Core interface (Interface #2), which is concisely defined in Section 4.2 of the same Attachment J-4.

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

No

**RFP Change Description:**

N/A

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**Question #:** 161**RFP Section Reference:** L.3.1, Volume I - Business Management**Question:**

The Volume I page limit excludes “attachments that are required to be completed”. Can the Government please confirm that this exclusion also applies to attachments that are required to be completed for Volume II?

**Answer:**

Amendment 001 and Amendment 002 provided additional clarification with regard to exclusion from the page count for Volume I - Business Management, which identifies those attachments are applicable and deletes the sentence, "The attachments that are required to be completed are not part of the 50-page limit." Additionally, any exclusions from Volume II - Technical would be specified within Section L.3.2, Volume II - Technical.

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

No

**RFP Change Description:**

N/A

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**Question #:** 167**RFP Section Reference:**

Section L.3.1.1.4, Past Performance

Section L.3.1.1.5, Offeror's Experience

**Question:**

Both Section L.3.1.1.4 and L.3.1.1.5 request the same information in regards to “3GPP standards-based mobile broadband service capabilities, mobile and fixed broadband infrastructure, and operations controlled or managed by the Offeror or its subcontractors and/or teaming partners”. Given the 100-page limit for Volume I, will the Government please eliminate this requirement in Section L.3.1.1.4?

**Answer:**

Yes, Amendment 001 provided additional clarification with regard to exclusions from the page limitation for Volume I – Business Management, which excluded Section L.3.1.1.4, Past Performance.

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

No

**RFP Change Description:**

N/A

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**Question #:** 195**RFP Section Reference:**

Section L.3.2.1.1, Coverage and Capacity Maps and Statistics

Section L.3.2.1.3.1, IOC Coverage Maps and Network Statistics

**Question:**

Can the Government please confirm that the Coverage Maps requested in Section L Tables 2 and 4 are to be submitted separately as Esri shapefiles (.shp) and MapInfo (.grd/.tab) files, and do not need to be included within the hard copy portion of Volume II?

**Answer:**

Per Section L.3.2.1, Coverage and Capacity, depending upon the Offeror's proposal, up to 72 maps may be submitted by the Offeror in hard copy. These maps should be based on a bin size no greater than 30 x 30 meters, include Esri shapefiles and MapInfo files (in electronic format), and reference the information contained in Section J, Attachment J-1, Coverage and Capacity Definitions. The format and submittal method are stated in Section L.3.2.1.1, Coverage and Capacity Maps and Statistics.

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

No

**RFP Change Description:**

N/A

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**Question #:** 196**RFP Section Reference:**

Section L.3.2.1.1, Coverage and Capacity Maps and Statistics

Section L.3.2.1.3.1, IOC Coverage Maps and Network Statistics

**Question:**

Can the Government please confirm that the Esri shapefiles (.shp) and MapInfo (.grd/.tab) files requested in Section L Tables 2 and 4 must be submitted as separate files from Volume II if submitted on the required flash drive?

**Answer:**

Per Section L.3.2.1, Coverage and Capacity, depending upon the Offeror’s proposal, up to 72 maps may be submitted by the Offeror in hard copy. These maps should be based on a bin size no greater than 30 x 30 meters, include Esri shapefiles and MapInfo files (in electronic format), and reference the information contained in Section J, Attachment J-1, Coverage and Capacity Definitions. The format and submittal method are stated in Section L.3.2.1.1, Coverage and Capacity Maps and Statistics.

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

No

**RFP Change Description:**

N/A

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**Question #:** 198**RFP Section Reference:**

Section L.3.2.1.1, Coverage and Capacity Maps and Statistics

Section L.3.2.1.3.1, IOC Coverage Maps and Network Statistics

**Question:**

If the Coverage Maps requested in Section L Tables 2 and 4 are to be included within the hard copy portion of Volume II, can the Government please confirm that the coverage maps are not included in the Volume II page limit?

**Answer:**

Yes, Coverage Maps requested are not included in the Volume II page limit as stated in Section L.3.2, Volume II – Technical, “... not including the coverage maps, requested spreadsheets, or other Section J attachments.”

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

Yes

**RFP Change Description:**

Section L.3.2, Volume II – Technical, is being revised in this Amendment 003 to read, “... this excludes coverage maps, requested spreadsheets, or other Section J attachments from the page limitation.”

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**Question #:** 199**RFP Section Reference:**

Section L.3.2.1.1, Coverage and Capacity Maps and Statistics

Section L.3.2.1.3.1, IOC Coverage Maps and Network Statistics

**Question:**

If the Coverage Maps requested in Section L Tables 2 and 4 are to be included within the hard copy portion of Volume II, can offerors provide the maps on 11” x 17” foldout?

**Answer:**

Yes, Amendment 002 provided additional detail on paper size of the maps required.

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

No

**RFP Change Description:**

N/A

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**Question #:** 203**RFP Section Reference:**

Section L.3.2.1.1, Coverage and Capacity Maps and Statistics

Section L.3.2.1.3.1, IOC Coverage Maps and Network Statistics

**Question:**

If the Network Statistics requested in Section L Tables 3 and 5 are to be included within the hard copy portion of Volume II, can the Government please confirm that the proposal data provided in the Attachment J-17 format to meet the L.3.2.1.1 and L.3.2.1.3.1 requirements is exempt from the Volume II page limitation?

**Answer:**

Yes, Coverage Maps requested are not included in the Volume II page limit as stated in Section L.3.2, Volume II – Technical, “... not including the coverage maps, requested spreadsheets, or other Section J attachments.”

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

Yes

**RFP Change Description:**

Section L.3.2, Volume II – Technical, is being revised in this Amendment 003 to read, “...this excludes coverage maps, requested spreadsheets, or other Section J attachments from the page limitation.”

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**Question #:** 208**RFP Section Reference:** Section J, Attachment J-17, Coverage and Capacity Template**Question:**

Can the Government please clarify which (if any) tabs in Attachment J-17 are to be printed and submitted within the hard copy of the Volume II submission? Can the Government please confirm that Attachment J-17 must be submitted as a separate file from Volume II on the required flash drive?

**Answer:**

Yes, Amendment 002 provided additional clarification and instructions on the submission of hard copies for Section J, Attachment J-17, Coverage and Capacity Template. Additionally, the files need to be submitted in both hard copy and electronic submission.

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

No

**RFP Change Description:**

N/A

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**Question #:** 213**RFP Section Reference:** Section H.16.3, No Liens**Question:**

H.16.3 addresses the question of the granting of security interests in the NPSBN, to the exclusion of security interests in “Contractor’s owned infrastructure utilized for the NPSBN”.

Can the Government please confirm:

1. That H.16.3 only applies to security interests such as “mechanic’s or vendor’s lien(s)” or similar Purchase Money Security Interests; and
2. That H.16.3 does not apply to any rights the Contractor has under the contract, including the right to excess network capacity in consideration for performance of the contract pursuant to the terms of J.20.1.1.c.
3. That nothing in this H.16.3 impinges on the Contractor’s rights under FAR 52.232-23?
4. Can the Government please confirm: That the rights to excess spectrum capacity, over with debt security may take place, is transferrable to another party subject to pre-prescribed conditions and criteria approved by FirstNet.

**Answer:**

Answer for questions 1 and 2. Section H.16.3, No Liens, provides exceptions for any security interests in the NPSBN (including all related assets) granted to FirstNet. The Contractor will not cause or permit the NPSBN to become subject to any mechanic’s or vendor’s lien, or any similar lien or security interest, except as such liens that may apply generally to the Contractor’s owned infrastructure utilized for the

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NPSBN (and not to the spectrum capacity particularly) and that are in force as of the date of contract award and/or task order(s) award.

3. While the Contractor will have the right under the Assignment of Claims Act and FAR 52.232-23 to assign its rights to be paid under the contract, the Contractor must abide by the restrictions in Section H.16.3, No Liens, when obtaining any financing as well as the required process in accordance with the FAR.

4. As a result of being permitted to access network capacity under a Covered Leasing Agreement, the Contractor, as a secondary user, will have discretion in determining how to monetize 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 entering into user or subscription agreements with non-public safety end users and agreements with other secondary users, such as third-party vendors, that will require access to the network capacity to reach non-public safety end users in certain geographic areas. While in such instances the Contractor is not permitted to sublease the spectrum or enter into Covered Leasing Agreements, the Contractor may enter into agreements with such secondary users for use of the excess capacity. FirstNet does not anticipate being directly involved in such agreement negotiations, provided all such arrangements are consistent with the terms of the Covered Leasing Agreement between FirstNet and the Contractor as set forth in Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, which will be incorporated into and made part of the contract.

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

No

**RFP Change Description:**

N/A

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**Question #:** 214

**RFP Section Reference:**

Section B.4.4, FirstNet Operational Sustainability

Section J, Attachment J-13, Pricing Template, Payments to FirstNet Tab

Section G.6.2, Payments to FirstNet

**Question:**

Can the Government please clarify the exact date that the Payments to FirstNet are due under Section B.4.4 FirstNet Operational Sustainability?

- Table 1 – FirstNet Minimum Payment Threshold sets forth the minimum payment schedule by Contract year, however there is confusion over when the start date of the Minimum payments should commence. The last sentence of Paragraph 1 of B.4.4. states “Payments to FirstNet will begin when FirstNet awards the state and territory Delayed FirstNet-Deployed RANs subsequent



task order(s)”. We understand this to be 900 days after Award of the Contract and Day 1 Task Orders.

- Section J, Attachment J-13, Tab “Payments to FirstNet” suggests the Year 1 commences at Contract Award
- B.4.4. also provides that Task Order will commence 180 days from Contract Award. This is confusing when you see that B.2.1 Day 1 Task Orders indicates that Section B.2.2, State and Territory Task Order(s) – Initial FirstNet-Deployed RAN States will be awarded “120 calendar days of state plan delivery” which is at the earliest 180 days after contract award.
- In Section G.6.2 Payments to FirstNet however provide altogether different instructions: First billing period will be from task order issuance date to the end of the Government fiscal year with billing occurring two weeks after task order issuance date; Billing in each subsequent Government fiscal year will occur two weeks prior to the start of the Government fiscal year.

Will FirstNet please provide a date schedule that all Offerors shall use for Minimum Payments to FirstNet?

**Answer:**

The Payments to FirstNet, at amounts proposed by the Offeror, are triggered upon task order award for either Initial FirstNet-Deployed RAN States and/or Delayed FirstNet-Deployed RANs, subject to the procedures identified in Section G.6.2, Payments to FirstNet, as reflected in Amendment No. 002.

All dates are subject to timely award and delivery of state plans, which will impact state and territory decisions and subsequent task order award(s). FirstNet cannot provide specific dates for state and territory task order awards because the specific dates for IDIQ award, state plan delivery, and decision of states and territories to undertake RAN deployment and operation responsibility are unknown at this time. Consequently, specific state and territory task order award dates and the exact dates for payments to FirstNet for each task order are unknown at this time. Therefore, the date of award was stated as FirstNet “anticipates” award November 1, 2016, for proposal preparation and evaluation purposes.

The estimated IDIQ contract award date is anticipated on November 1, 2016, and the period of performance is 25 years. The estimated task order award date for Initial FirstNet-Deployed RAN States task orders is anticipated on April 30, 2017, and the estimated task order award date for Delayed FirstNet-Deployed RANs is up to and including June 19, 2019. Any order issued during the effective period of the IDIQ contract and not completed within that period shall be completed by the Contractor within the time specified in the order. See Section I.4.3, FAR 52.216-22 Indefinite Quantity (OCT 1995), specifically subparagraph (d).

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

Yes

**RFP Change Description:**

Section I.4.3, FAR 52.216-22 Indefinite Quantity (OCT 1995), subparagraph (d) last sentence, will be revised in this Amendment No. 003 to read, “... provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the current period of performance of the IDIQ contract or individual order, whichever is later.”

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**Question #:** 215

**RFP Section Reference:** Section J, Attachment J-3, FCC TAB RMTR, Section 4.6.2, GoS Tiers

**Question:**

Regarding GoS Tiers, please clarify the difference between Percent Covered and Service Probability? How are both analyzed at the same time?

**Answer:**

Section J, Attachment J-3, FCC TAB RMTR, Section 4.6, Grade of Service, consists of general guidelines of how to specify various coverage parameters to ensure interoperability. FirstNet has defined its coverage and capacity objectives, including associated metrics, in Section J, Attachment J-1, Coverage and Capacity Definitions, and associated attachments. Additionally, FirstNet requests Offerors to provide detailed design information as requested in Section L.3.2.1, Coverage and Capacity. Details regarding Grade of Service tiers will be defined post-award between FirstNet and the Contractor.

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

No

**RFP Change Description:**

N/A

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**Question #:** 216

**RFP Section Reference:** Section J, Attachment J-3, FCC TAB RMTR, Section 4.6.2, GoS Tiers

**Question:**

Regarding GoS Tiers, should In-Building and On Street be addressed in separate GOS Tiers?

**Answer:**

Section J, Attachment J-3, FCC TAB RMTR, Section 4.6, Grade of Service, consists of general guidelines of how to specify various coverage parameters to ensure interoperability. FirstNet has defined its coverage and capacity objectives, including associated metrics, in Section J, Attachment J-1, Coverage and Capacity Definitions, and associated attachments. Additionally, FirstNet requests Offerors to provide detailed design information as requested in Section L.3.2.1, Coverage and Capacity. Details regarding Grade of Service tiers will be defined post-award between FirstNet and the Contractor.

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

No

**RFP Change Description:**

N/A

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**Question #:** 220**RFP Section Reference:** Section L.3.2.2.5, Operations**Question:**

Does the Government have any requirements or limitations for Operations/NOC location?

**Answer:**

Amendment 002 provided additional clarification on the required location of all critical operational equipment and functions. (Refer to Amendment 002 regarding the change to Section J, Attachment J-10, Cybersecurity, Section 2.1, Public Safety Needs.)

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

No

**RFP Change Description:**

N/A

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**Question #:** 229**RFP Section Reference:** Section B.4.4, FirstNet Operational Sustainability, 2nd Paragraph**Question:**

The RFP requires FirstNet operational sustainability payments be made over the life of the contract to “be invested in the construction, maintenance, operation, or other improvements to the network per Section 6208 of the Act”. However, the RFP does not detail the governance or process of the operational sustainability payments for construction, maintenance, operation, and improvement to the network. The Offeror respectfully requests FirstNet provide the provision of the governance and process details.

**Answer:**

The procedures for making payments to FirstNet are described in Section G.6.2, Payments to FirstNet, among other sections of the RFP. Specifically, this section of the RFP states, “FirstNet anticipates utilizing pay.gov to collect annual payments from the Contractor.”

Any payments to FirstNet will be used for authorized purposes in accordance with the Act, including reinvestment in the NPSBN.

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

No

**RFP Change Description:**

N/A

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**Question #:** 230

**RFP Section Reference:** Section B.4.5, Adjustment to Proposed Payment to the Contractor for State RAN Provision, 1st Paragraph

**Question:**

As part of the proposal submission, the Offeror will be providing RAN bids. Please confirm FirstNet does not intend to disclose the RAN information to the State(s)?

**Answer:**

FirstNet does not intend to disclose any data marked as proprietary contained within the proposal submissions—including those related to the RAN—to the states or territories. Although draft state plans are not required as part of the Offeror’s proposal, Section J, Attachment J-19, State Plan Template, identifies information that will be included within the state plans obtained from the Offeror’s proposed solution. Following award, FirstNet anticipates working collaboratively with the Contractor to prepare the details of the state plan, based on the proposed solution, that will be presented to the governor of each state and territory in accordance with Section 1442(e)(1) of the Act.

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

No

**RFP Change Description:**

N/A

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**Question #:** 237

**RFP Section Reference:** Section J, Attachment J-8, IOC/FOC Target Timeline

**Question:**

Task orders for delayed FirstNet-deployed RAN states may be issued years after those for the Initial FirstNet-deployed RAN states. The J-8 IOC/FOC Target Timeline does not appear to account for this delay. Please clarify the expected IOC/FOC dates for the delayed FirstNet-deployed RAN states.

**Answer:**

All dates are subject to timely award and delivery of state plans, which will impact state and territory decisions. Section J, Attachment J-8, IOC/FOC Target Timeline, includes nationwide and state milestones. Offerors will propose timelines for each milestone. Nationwide milestones will commence with the award of the Day 1 task orders and any subsequent task order(s) will identify the applicable period of performance. State-level milestones will commence with the award of state and territory task orders. To the extent Delayed FirstNet-Deployed RANs task orders are delayed past April 30, 2017, Offeror-proposed IOC/FOC timelines may be adjusted on a month-for-month basis for up to 900 days following state plan delivery. Moreover, the timelines regarding IOC/FOC are stated as “after award,” which could apply to subsequent task orders for Delayed FirstNet-Deployed RANs.

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

No

**RFP Change Description:**

N/A

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**Question #:** 240**RFP Section Reference:** Section J, Attachment J-19, State Plan Template**Question:**

The RFP states all state plans are due six (6) months after contract award; however, several sections of the State Plans depend on information provided by the States through FirstNet. Given the dependency, when does FirstNet expect to make data available to the contractor in order to accomplish IOC-1?

**Answer:**

Section J, Attachment J-19, State Plan Template, specifies “Text for this section will be provided by FirstNet.” in several areas. FirstNet-provided text will be provided at the time of the Day 1 Task Order 2 (State Plan Development and Refinement) award (see Section B.2.1.2, Task Order – State Plan Development and Refinement). FirstNet anticipates working collaboratively with the Contractor to prepare the details of the state plan, based on the proposed solution, that will be presented to the governor of each state and territory in accordance with Section 1442(e)(1) of the Act.

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

No

**RFP Change Description:**

N/A

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**Question #:** 245**RFP Section Reference:** Section L.3, Proposal Format and Submission Instructions, 2nd Paragraph**Question:**

Current RFP instructions restrict paper size to 8.5” x 11.” The Offeror respectfully requests the use of 11”x17” foldouts for large graphics, timelines, project schedules, and the similar, and count such use as two (2) pages.

**Answer:**

Yes, Amendment 002 provided additional detail on paper size of the maps required.

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

No

**RFP Change Description:**

N/A

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**Question #:** 246

**RFP Section Reference:** Section L.3.1, Volume 1 - Business Management, 2nd Paragraph

**Question:**

Please name those specific “required attachments” excluded from the page limit, e.g. Small Business Plan, Contractor Responsibility Plan, Past Performance, etc.

**Answer:**

Yes, Amendment 001 provided clarification on the exclusions from the page limitation for Volume I - Business Management, in section L.3.1., which excludes the Small Business Plan, Contractor responsibility information, and Past Performance information, from the page limitation.

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

No

**RFP Change Description:**

N/A

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**Question #:** 247

**RFP Section Reference:** Section L.3.1.1, Section One - General, 3rd Paragraph

Section L.3.1.2, Section Two - Leadership and Program Management, 3rd Bullet

**Question:**

Please clarify if the Integrated Master Schedule, Work Breakdown Structure, and Performance Work Statement are excluded from the page count for Volume 1 – Business Management.

**Answer:**

No, the Work Breakdown Structure (WBS) and the Performance Work Statement (PWS) are not excluded from the page limitation stated in Section L.3.1, Volume I – Business Management.

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

No

**RFP Change Description:**

N/A

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**Question #:** 248

**RFP Section Reference:** Section L.3.1.3, Section Three - Public Safety Customer Appreciation, 1st Bullet

**Question:**

L.3.1.3 states, “Connection targets should be provided from the estimated task order date”. L.3.1.3 also states, “Connection targets should be provided from the IDIQ award date”. J-24 instructions state, “Offerors should assume that year 1 of the template commences at contract award and task order will be issued 180 days from contract award”.

The Offeror interprets these dates as different. Please clarify the language regarding the date the Offeror should use for developing the connection targets.

**Answer:**

For proposal preparation and evaluation purposes, Offerors should assume that year 1 of the Public Safety Device Connections Template (Section J, Attachment J-24) begins on the estimated IDIQ award date anticipated for November 1, 2016. Furthermore, for proposal preparation and evaluation purposes, Offerors should assume that state-level task orders for Initial FirstNet-Deployed RAN States will be issued on April 30, 2017, in accordance with Section B.2, Pricing Schedules and Task Orders. Reference Amendment 002, Section L.3.1.3, Section Three – Public Safety Customer Acquisition, for further clarification.

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

No

**RFP Change Description:**

N/A

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**Question #:** 249

**RFP Section Reference:**

Section L.3.1.3, Section Three - Public Safety Customer Appreciation, 1st Bullet

Section J, Attachment J-24, Public Safety Device Connections Template

Section J, Attachment J-6, Quality Assurance Surveillance Plan

Section B.2, Pricing Schedules and Task Orders

**Question:**

Please confirm that, for the purposes of determining actual disincentive payments, the connection target years in the J-24 template refer to years from the actual task order issue dates, not the estimates in the RFP Section B.2?

**Answer:**

For proposal preparation and evaluation purposes, Offerors should assume that year 1 of the Public Safety Device Connections Template (Section J, Attachment J-24) begins on the estimated IDIQ award date anticipated for November 1, 2016. Furthermore, for proposal preparation purposes, Offerors should assume that state-level task orders for Initial FirstNet-Deployed RAN States will be issued on April 30, 2017, in accordance with Section B.2, Pricing Schedules and Task Orders.

To the extent IDIQ or Initial FirstNet-Deployed RAN States task orders are delayed past April 30, 2017, Offeror-proposed IOC/FOC timelines may be adjusted on a month-for-month basis. Moreover, the timelines regarding IOC/FOC are stated as “after award,” which could apply to subsequent task orders for Delayed FirstNet-Deployed RANs.

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

No

**RFP Change Description:**

N/A

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**Question #: 250****RFP Section Reference:**

Section L.3.1.3, Section Three - Public Safety Customer Appreciation, 1st Bullet

Section J, Attachment J-24, Public Safety Device Connections Template

Section J, Attachment J-6, Quality Assurance Surveillance Plan

Section B.2, Pricing Schedules and Task Orders

**Question:**

L.3.1.3 states, “In the event of delayed payments to FirstNet, connection targets will be adjusted accordingly”. Please clarify how delayed payments will change connection targets, and which delayed payments can do this.

**Answer:**

Connection targets associated with Delayed FirstNet-Deployed RANs task orders would correspond to the connection targets proposed by the Offeror and incorporated into the subsequent award, commencing with the Contractor’s proposed year 1 connection targets and continuing throughout the life of the IDIQ contract. Any order issued during the effective period of the IDIQ contract and not completed within that period shall be completed by the Contractor within the time specified in the order. See Section I.4.3, FAR 52.216-22 Indefinite Quantity (OCT 1995), specifically subparagraph (d).

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

No

**RFP Change Description:**

N/A

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**Question #:** 252

**RFP Section Reference:** Section L.3.1.7, Section Seven - Quality Assurance Surveillance Plan, 1st and 2nd Paragraph

**Question:**

Please clarify the QASP is excluded from the page count of the Business Management Volume?

**Answer:**

Yes, Amendment 002 provided additional clarification with regard to exclusion from the page count for Volume I - Business Management, which excludes the Quality Assurance Surveillance Plan from the page limitation.

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

No

**RFP Change Description:**

N/A

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**Question #:** 256

**RFP Section Reference:** Section L.2.5, Submission of Proposals

**Question:**

The FirstNet Request for Proposals (“RFP”) is a massive document—over 500 pages long. The broad scope of the RFP, combined with aggressive timelines, does not leave enough time for smaller players to form the needed partnerships, plans, and designs required to submit a meaningful bid. This presents an overwhelming barrier to participation for smaller providers. Those smaller providers—even if they are partners with a prime Contractor—simply do not have the resources to prepare the type of response that the RFP contemplates in the time allotted. It has taken FirstNet four years, numerous public notices and a draft RFP, and an extensive market research effort to finally issue a final RFP, and yet FirstNet only offers respondents a little over three months to respond. Wouldn’t FirstNet be better served by giving smaller providers and all interested parties more time—such as eight months—to better understand the RFP and prepare a comprehensive response?

**Answer:**

Amendment 001 extended the due date for submission of proposals to “on or before 2:00 p.m. Eastern Time on Friday, May 13, 2016.”

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

No

**RFP Change Description:**

N/A

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**Question #:** 257**RFP Section Reference:** Section L.2.5, Submission of Proposals**Question:**

The FCC is about to conduct its groundbreaking incentive auction, which arises from the same legislation as FirstNet. Carriers—big and small—will likely participate in the incentive auction and won't know the results for many months. Yet, whether a carrier has spectrum from the incentive auction will be meaningful as it prepares a potential RFP response. For example, the business case for a carrier to participate in building the FirstNet Radio Access Network ("RAN") may be very different depending on the commercial spectrum holdings of that carrier because different spectrum holdings may provide better synergies with FirstNet. Wouldn't FirstNet be better served by requiring responses to the RFP after the incentive auction concludes, when carriers have a better sense of their spectrum holdings?

**Answer:**

The Act fulfilled one of the last recommendations of the 9/11 Commission, which is the deployment, maintenance, and operation of a nationwide public safety broadband network. There is a compelling need to deploy the network as fast as possible to enhance the safety and capabilities for public safety personnel and, ultimately, the safety and well-being of the country's citizens. FirstNet believes that our procurement process for the NPSBN through this RFP and the Incentive Auctions being run by the FCC are mutually exclusive events, and thus can continue in parallel without negatively impacting either initiative. Both events present substantial opportunities for industry to capitalize on these public assets and one should not hinder the other.

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

No

**RFP Change Description:**

N/A

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**Question #:** 258**RFP Section Reference:** Section L.2.5, Submission of Proposals**Question:**

Many entities that would likely participate as partners in the RFP process are about to engage in the FCC's incentive auction process.

Being in an FCC auction is a time consuming and energy intensive process, particularly for smaller providers. If those entities are devoting their resources to participating in the incentive auction, they may not be able to also dedicate the time to understand and prepare a meaningful response to the massive FirstNet RFP. Wouldn't FirstNet be better served – if it wishes to encourage maximum participation – to set the deadline for responding to the RFP after the incentive auction, so that those incentive auction bidders have ample time to prepare thoughtful, fully informed and complete responses to the RFP?

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**Answer:**

The Act fulfilled one of the last recommendations of the 9/11 Commission, which is the deployment, maintenance, and operation of a nationwide public safety broadband network. There is a compelling need to deploy the network as fast as possible to enhance the safety and capabilities of public safety personnel and, ultimately, the safety and well-being of the country's citizens. FirstNet believes that our procurement process for the NPSBN through this RFP and the Incentive Auctions being run by the FCC are mutually exclusive events, and thus can continue in parallel without negatively impacting either initiative. Both events present substantial opportunities for industry to capitalize on these public assets and one should not hinder the other.

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

No

**RFP Change Description:**

N/A

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**Question #:** 261**RFP Section Reference:**

Section B.4.4, FirstNet Operational Sustainability

Section L.3.3.7, FirstNet Minimum Payment Thresholds

**Question:**

The RFP does not clearly outline what kind of network enhancements the annual payment will be used to fund. Can FirstNet clarify how those network enhancements relate to the scope of the RFP, and whether they need to be bid on separately?

**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 #:** 270**RFP Section Reference:** Section G.6.1, Payments to the Contractor**Question:**

How will the payments for IOC completion be distributed, and what verification is needed? Are there disincentive payments for FirstNet if reimbursements are not distributed to the prime Contractor in a timely manner?

**Answer:**

As described in Section B.4.1, Budget Authority, all payments from FirstNet to the Contractor are contingent upon acceptance of the IOC/FOC milestones. After acceptance of the IOC/FOC milestone(s), the Contractor shall follow the process for invoicing as stated in Section G.9, Invoice. Additionally, disbursement of payments will be in accordance with FAR 52.232-25, Prompt Payment (JUL 2013), contained in Section I.1, 52.252-2 Clauses Incorporated by Reference (FEB 1988).

In addition, as described in Section G.6.1, Payments to the Contractor, among other sections of the RFP, payments to the Contractor will be made by electronic fund transfer (EFT), and as such are governed by the clause at FAR 52.232-33, Payment by Electronic Funds Transfer – System for Award Management.

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

No

**RFP Change Description:**

N/A

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**Question #:** 272**RFP Section Reference:** Section I.7, FirstNet Auditing**Question:**

What are the auditing requirements for the Contractor's partners/subcontractors? How far does the chain of audit exposure go (e.g., if a vendor provides hardware to a subcontractor that is building FirstNet infrastructure, is that vendor also consenting to an audit)?

**Answer:**

FAR 252.215-2, Audits and Records/Negotiation (OCT 2010), which is contained in Section I, Contract Clauses, states, "The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract."

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

No

**RFP Change Description:**

N/A

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**Question #:** 275

**RFP Section Reference:** Section J, Attachment J-14, Terms of Reference, "Primary User Group"

**Question:**

Can the definition of "Primary User Group" be specified in more detail? Which requirements, if any, (e.g., pre-emption) will apply to the extended public safety user group (i.e., secondary and tertiary users not in scope of the primary first responder definition)?

**Answer:**

The Act, at Section 1401(26), defines the term "Public Safety Entity." See 47 U.S.C. § 1401(26). However, for the purpose of the disincentive mechanism described in Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 5.3, Disincentive Payments, FirstNet further delineates Public Safety Entities into two user groups: a primary user group and extended primary user group. Furthermore, any and all requirements applicable to the PSE, as defined in the Act and the RFP, apply to both the primary and extended primary user groups.

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

No

**RFP Change Description:**

N/A

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**Question #:** 283

**RFP Section Reference:** Section B.4.4, FirstNet Operational Sustainability

**Question:**

This section states that the FirstNet minimum payments will cover, in part, costs for establishing a network re-investment reserve fund.

What is the definition of the reinvestment reserve fund and how will it be used?

**Answer:**

The reference to Section B.4.4.4 is incorrect as this section does not exist within Section B, Supplies or Services and Prices/Costs. The correct reference is Section B.4.4, FirstNet Operational Sustainability.

No, Offerors should not include any pricing for these currently unknown enhancements in Section J, Attachment J-13, Pricing Template. In accordance with Section C, Statement of Objectives, among other sections of the RFP, Offerors are responsible for the building, deployment, operation, and maintenance of the NPSBN. The Government may solicit technology refresh and enhancement proposals during the period of performance of the contract. Offerors should not include any pricing for these currently unknown enhancements in Section J, Attachment J-13, Pricing Template. Any payments to FirstNet will be used for authorized purposes in accordance with the Act, including reinvestment in the NPSBN.

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

No

**RFP Change Description:**

N/A

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**Question #:** 289**RFP Section Reference:** Section J, Attachment J-3, FCC TAB RMTR, Section 2.1 Statutory Framework for Deployment of a Nationwide Interoperability Public Safety Broadband Network**Question:**

We seek clarification of the FCC's role in a State opt- out decision and whether the NTIA has approval authority over the spectrum lease and funding?

**Answer:**

Section 1442(e) of the Act describes the process a state or territory must follow to assume responsibility for RAN construction within that state or territory, including the role of the FCC and the National Telecommunications and Information Administration. However, FirstNet, as the licensee, is ultimately responsible for determining whether and under what terms to enter into a spectrum lease with a state or territory.

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

No

**RFP Change Description:**

N/A

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**Question #:** 293**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 5.8, Security**Question:**

Why is the contractor not required to engage, advise, consult, and so forth with PS end users regarding the security of Network?

**Answer:**

The purpose of Section J, Attachment J-19, State Plan Template, is to outline the type of information that will be used to develop a state plan. The objectives-based RFP is being used to provide maximum flexibility and innovation opportunity for the Offeror. The Contractor is encouraged to engage with public safety end users as it deems appropriate to ensure security of the network as well as ensure maximum adoption of NPSBN services.

Please note that FirstNet has consulted with the states and territories, as well as the Public Safety Advisory Committee, on various topics, including security of the NPSBN. The information gathered in FirstNet consultations and reconciled with 3GPP standards; industry best practices; and Section J,

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Attachment J-3, FCC TAB RMTR, minimum requirements have informed the objectives in the FirstNet RFP.

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

No

**RFP Change Description:**

N/A

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**Question #: 297**

**RFP Section Reference:** Section J, Attachment J-18, Delivery Mechanism Objectives for State Plans

**Question:**

We seek clarification on “the flexibility it will need to build & maintain the NPSBN” and also the specific requirements of the States to opt-out via the technical requirements from the FCC for Opt-Out.

**Answer:**

It appears the RFP section referenced is incorrect. This quote is contained in Section J, Attachment J-3, FCC TAB RMTR, Section 3.2, Scope, 8<sup>th</sup> paragraph, which identifies discussion topics in the FCC TAB RMTR. However, Section 1442(e) of the Act describes the process a state or territory must follow to assume responsibility for RAN construction within that state or territory, including the role of the FCC and the National Telecommunications and Information Administration. However, FirstNet, as the licensee, is ultimately responsible for determining whether and under what terms to enter into a spectrum capacity lease with a state or territory.

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

No

**RFP Change Description:**

N/A

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**Question #: 298**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template

**Question:**

Can FirstNet clarify what they mean by “challenging conditions” in relation to CLA users and PSE users?

**Answer:**

The term “challenging conditions” refers to any natural or man-made events that adversely impacts Public Safety Entities’ access to or use of the NPSBN.

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

Yes

**RFP Change Description:**

Section J, Attachment J-19, State Plan Template, Section 5.5, Network Resiliency, is being revised in this Amendment 003 to read, "... and other challenges, which may include but are not limited to any natural or man-made events that adversely impact Public Safety Entities' access to or use of the NPSBN pertaining to normal operation."

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**Question #:** 300**RFP Section Reference:** Section M.4.3.4.4, Public Safety Grade**Question:**

What are the PS hardening requirements?

**Answer:**

Offerors' proposed solutions shall demonstrate their strategies and processes for hardening that achieve the stated objective in Section C, Statement of Objectives, Section C.5, Objectives, Objective #7, User Service Availability. Also, refer to Section L.3.2.2.4.4, Public Safety Grade.

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

No

**RFP Change Description:**

N/A

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**Question #:** 307**RFP Section Reference:**

Section M.2.1, Phase 1 - Capability Statements

Section M.2.3.2, Rural Partners and Subcontractors

**Question:**

How does FirstNet define "rural telecommunications provider"? Of note, many small, independent companies serve very high-cost remote regions of the country. Further, in a number of states, small, independent companies have partnered to create statewide or regional networks.

Given the background on the use of this term as discussed in FirstNet's Open Meeting, will FirstNet look to leverage established Federal definitions that characterize "rural telecommunications provider," including a rural telephone company as defined by the Communications Act of 1996 (see below); a Tier III wireless operator, as defined by the FCC (also below); or any entity that is directly or indirectly owned or controlled by such entities or group of such entities and interconnects the facilities of such entities? 47 U.S. Code § 153, subsection 44: Rural telephone Company: "The term "rural telephone company" means



a local exchange carrier operating entity to the extent that such entity— (A) provides common carrier service to any local exchange carrier study area that does not include either— (i) any incorporated place of 10,000 inhabitants or more, or any part thereof, based on the most recently available population statistics of the Bureau of the Census; or (ii) any territory, incorporated or unincorporated, included in an urbanized area, as defined by the Bureau of the Census as of August 10, 1993; (B) provides telephone exchange service, including exchange access, to fewer than 50,000 access lines; (C) provides telephone exchange service to any local exchange carrier study area with fewer than 100,000 access lines; or (D) has less than 15 percent of its access lines in communities of more than 50,000 on February 8, 1996.”

According to the FCC, a Tier III wireless provider is “a non-nationwide Commercial Mobile Radio Service (CMRS) provider with less than 500,000 subscribers as of the end of 2001.”

**Answer:**

FirstNet interprets a “rural provider” or “rural telecommunications provider” for the purposes of this solicitation to mean an entity that provides, either exclusively, or the vast majority of its telecommunications or broadband services in a geographic area that falls within the definition of the term “rural” as defined in the Act as interpreted by FirstNet. See First Responder Network Authority, Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523, 29 (October 20, 2015), <https://www.gpo.gov/fdsys/pkg/FR-2015-10-20/pdf/2015-26621.pdf>.

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

No

**RFP Change Description:**

N/A

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**Question #:** 310

**RFP Section Reference:** Section J, Attachment J-14, Terms of Reference

**Question:**

Who will be responsible for clarifying the definition of “public safety” user and/or “public safety services”? Given FirstNet’s previously issued legal notices, it is clear that the definition of “public safety user” as defined in the Act can be interpreted in multiple ways. As such, will FirstNet provide some much-needed guidance or boundaries to ensure that any individual with priority access to the NPSBN must be, in every instance that it accesses the network, performing functions related to or in conjunction with first responders and consistent with the definition of “public safety service,” as that term is defined by Section 337(f) of the Communications Act (47 U.S.C. 337(f)) and Section 2 of the Homeland Security Act (6 U.S.C. 101)?

**Answer:**

The Act, at Section 1401(26), defines the term “Public Safety Entity.” See 47 U.S.C. § 1401(26). FirstNet does not intend to provide any further interpretation on the scope of this term at this time.

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

No

**RFP Change Description:**

N/A

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**Question #:** 313**RFP Section Reference:** Section M.2.1, Phase 1 - Capability Statements**Question:**

Also in regard to capability statements, does an Offeror have to submit a capabilities statement by March 10 to be considered in the next phases of the evaluation process?

**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.

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

No

**RFP Change Description:**

N/A

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**Question #:** 314**RFP Section Reference:** Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions**Question:**

Please explain the difference between subleasing the spectrum, which is restricted in the RFP terms, and using the network capacity on the secondary basis?

**Answer:**

The Act allows FirstNet to enter into written agreements, known as “Covered Leasing Agreements,” with the Contractor (i.e., secondary user). See 47 U.S.C. § 1428(a)(2); see also Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523, 63531-2 (Oct. 20, 2015) (interpreting certain provisions relating to Covered Leasing Agreements). The Act requires that a secondary user entering into a Covered Leasing Agreement with FirstNet must construct, manage, and operate the NPSBN and in return is permitted access to network capacity on a secondary basis for non-public safety services. See 47 U.S.C. § 1428(a)(2). For reference, FirstNet defines a “secondary user” as any user that seeks access to or use of the network for non-public safety services. See Final Interpretations

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of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523, 63528. (Oct. 20, 2015). Moreover, FirstNet interprets the term “secondary basis” to mean that network capacity will be available to the secondary user unless it is needed for Public Safety Entities as defined in the Act. See *id.* at 63532.

FirstNet is responsible for entering into all Covered Leasing Agreements with any secondary users/the Contractor (not to be confused with secondary users that are non-public safety subscribers) as described in the Act, including negotiating the terms and conditions of such covered leasing agreements. Thus, for purposes of the contract resulting from this solicitation, the Contractor will be a secondary user entering into a Covered Leasing Agreement with FirstNet and be required to construct, manage, and operate the NPSBN and in return be permitted to access network capacity on a secondary basis for non-public safety services. As a result of being permitted to access network capacity under a Covered Leasing Agreement, the Contractor, as a secondary user, will have discretion in determining how to monetize 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 entering into user or subscription agreements, but will not be able to sublease spectrum. FirstNet will enter into a Covered Leasing Agreement with our Contractor who will then have the right to sell services utilizing the Covered Leasing Agreement authorized network capacity to Public Safety Entity users and non-Public Safety Entity users.

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

No

**RFP Change Description:**

N/A

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**Question #: 315**

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

**Question:**

Can the Offeror sell or lease the excess capacity to other, third-party non-participating companies? Will subcontractors gain secondary access to the excess capacity before other non-affiliated third parties? And, in either case, will FirstNet establish secondary lease rates and terms that are in line with the prevailing wholesale market rates for spectrum/leasing? All service providers should be able to compete for access to the spectrum on the secondary, wholesale-market on a non-discriminatory basis. Proceeding in this manner serves FirstNet’s primary purpose, as it will enable FirstNet to maximize the value of its excess spectrum in Tier 1, Tier 2, and Tier 3 markets while not competing unfairly against incumbent market participants/investors.

**Answer:**

FirstNet will not be establishing lease rates or terms for secondary use of the network for non-public safety services. As a result of being permitted to access network capacity under a Covered Leasing Agreement, the Contractor, as a secondary user, will have discretion in determining how to monetize the excess network capacity and provide secondary use of the network for non-public safety services in

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accordance with the terms of the contract, including entering into user or subscription agreements with non-public safety end users and agreements with other secondary users, such as third-party vendors, that will require access to the network capacity to reach non-public safety end users in certain geographic areas. While in such instances the Contractor is not permitted to sublease the spectrum or enter into Covered Leasing Agreements, the Contractor may enter into agreements with such secondary users for use of the excess capacity. FirstNet does not anticipate being directly involved in such agreement negotiations, provided all such arrangements are consistent with the terms of the Covered Leasing Agreement between FirstNet and the Contractor as set forth in Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, which will be incorporated into and made part of the contract.

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

No

**RFP Change Description:**

N/A

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**Question #: 318**

**RFP Section Reference:** General

**Question:**

Is data from potential federal users being supplied to bidders and will this data also be shared with the States?

**Answer:**

Data obtained from federal users was considered and incorporated into the FirstNet coverage objective, as appropriate, as well as FirstNet estimated demand data. The federal submissions, as provided, will not be shared publicly.

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

No

**RFP Change Description:**

N/A

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**Question #: 319**

**RFP Section Reference:** Section F.2.1.2, State Plan Development and Refinement

**Question:**

How will the development and refinement of state plans be prioritized?

**Answer:**

FirstNet expects that all 56 state plans will be developed and refined concurrently.

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

No

**RFP Change Description:**

N/A

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**Question #:** 321**RFP Section Reference:** Section B.3, North American Industry Classification System Code**Question:**

Can vendors that are not classified as NAICS code 517210 and with a business size standard of 1,500 employees bid as a prime?

**Answer:**

Yes, Offerors that are not classified as a small business under the NAICS code 517210 can submit a proposal as a prime.

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

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**Question #:** 322**RFP Section Reference:** Section B.4.4, FirstNet Operational Sustainability, 2nd Paragraph**Question:**

What percentage of the FirstNet payments are anticipated to go toward reinvestments into the construction, maintenance, operation and other improvements to the network?

**Answer:**

Specific percentages have not been determined. Any payments to FirstNet will be used for authorized purposes in accordance with the Act, including reinvestment in the NPSBN.

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

No

**RFP Change Description:**

N/A

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**Question #:** 323**RFP Section Reference:** Section J, Attachment J-7, Operational Architecture, Section A.1.19.5.3, Delivery of State Plans to Governors**Question:**

Will FirstNet deliver/present the State Plans to Governors by any other mechanism besides the portal the Contractor will set up? If so, by what mechanism?

**Answer:**

FirstNet expects the Web-based mechanism to be the primary state plan delivery method to the governors. As stated in Section J, Attachment J-18, Delivery Mechanism Objectives for State Plans, FirstNet has an objective to provide the capability to print select state plan information as an alternative to the Web-based mechanism. FirstNet anticipates conducting briefings with the Contractor as a co-presenter, to the governors as requested.

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

No

**RFP Change Description:**

N/A

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**Question #:** 324**RFP Section Reference:** Section L.2.2.3, Pre-Proposal Conference Questions and Answers, 1st Paragraph**Question:**

Will all written questions submitted by February 12 via the Requests for RFP Clarification process be addressed during the pre-proposal conference?

**Answer:**

No, all written questions submitted will not be addressed during the pre-proposal conference. The Government may address some of the questions for clarification purpose, if determined necessary. In the event that FirstNet has not answered all questions prior to the pre-proposal conference, they will be released soon thereafter.

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

No

**RFP Change Description:**

N/A

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**Question #: 325****RFP Section Reference:** Section L.3.1.1.2, Small Business Subcontracting Plan Requirements, 4th Paragraph**Question:**

Is there a required small business subcontracting goal? Is there a recommended small business subcontracting goal?

**Answer:**

No, there are no required small business subcontracting goals specifically for FirstNet. The goals stated within Section J, Attachment J-26, Sample Small Business Subcontracting Plan, Section 1, Subcontracting Plan Outline, represent the Department of Commerce's (DOC) goals for its total contract dollars awarded overall, within DOC, in the Government fiscal year 2015 within those socio-economic programs.

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

No

**RFP Change Description:**

N/A

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**Question #: 326****RFP Section Reference:** Section J, Attachment J-19, State Plan Template**Question:**

Is it anticipated that additional information will need to be provided from States to support the development of State Plans? If so, how will that be funded?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

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FirstNet will continue outreach and consultation with the states and territories through development of and up to delivery of the state plan, and post-award as appropriate.

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

No

**RFP Change Description:**

N/A

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**Question #: 327**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 3.4.1, Minimum Criteria for a State Plan

**Question:**

Can FirstNet please provide the minimum criteria for a State Plan?

**Answer:**

Section J, Attachment J-19, State Plan Template, Section 3.4.1, Minimum Criteria for a State Plan, specifies, “Text for this section will be provided by FirstNet.” FirstNet-provided text will be provided at the time of the Day 1 Task Order 2 (State Plan Development and Refinement) award (see Section B.2.1.2, Task Order 2 – State Plan Development and Refinement) if content is included in the state plan.

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

No

**RFP Change Description:**

N/A

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**Question #: 329**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Appendix A, FirstNet Nationwide Design

**Question:**

This Appendix is entitled “FirstNet Nationwide Design”. With the exception of A.1.1, will this appendix be identical in each of the State Plans?

**Answer:**

Certain elements of the state plan will be identical across all states and territories. FirstNet will work with the Contractor to determine which sections of the state plan will be identical in each of the state plans and which sections will not. The type of information required in each state plan submission is “identical.” However, the specific content is dependent on the Offeror’s proposed solution for any given state or territory.



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

No

**RFP Change Description:**

N/A

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**Question #:** 330**RFP Section Reference:** Section J, Attachment J-10, Cybersecurity, Section 2.4, Cybersecurity Architecture, 1st Paragraph**Question:**

Will States that opt out use the NPSBN cybersecurity mechanisms established by the selected Contractor or their own?

**Answer:**

All NPSBN policies, including any related to cybersecurity, will apply to all elements of the NPSBN, including RANs deployed by individual states or territories pursuant to section 1442(e)(3) of the Act.

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

No

**RFP Change Description:**

N/A

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**Question #:** 332**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 3.5, State Decision Process**Question:**

In November 2015 FirstNet advised there was no longer a deadline on drafting a state decision process for FirstNet opt--in/opt--out. Has a new deadline been proposed?

**Answer:**

The Act specifies the state decision process (see 47 U.S.C. § 1442(e)), which FirstNet further interpreted in its Second Public Notice final interpretations (see Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63504 (Oct. 20, 2015),

<https://www.federalregister.gov/articles/2015/10/20/2015-26622/final-interpretations-of-parts-of-the-middle-class-tax-relief-and-job-creation-act-of-2012>). FirstNet has not proposed a new deadline. Delivery of state plans will depend largely upon timing of the award. Any subsequent deployment for the NPSBN will, similarly, be dependent upon state/territory decisions regarding FirstNet. Offerors should factor into their considerations any timeline around state decisions as described in the Act and interpreted in FirstNet's Second Public Notice when responding to the RFP.

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

No

**RFP Change Description:**

N/A

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**Question #: 333****RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 5.8.7, Physical Security Plan**Question:**

Will physical security involve federal agencies outside the public private partnership of FirstNet such as the Federal Protective Services?

**Answer:**

The level of involvement, if any, of other federal agencies in the physical security of the network is unknown at this time. However, any security requirements would be included in any subsequent task order(s), as appropriate, unless otherwise stated within the terms and conditions of the IDIQ contract or Day 1 task orders.

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

No

**RFP Change Description:**

N/A

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**Question #: 334****RFP Section Reference:** Section J, Attachment J-14, Terms of Reference, "Public Safety User"**Question:**

Will this definition be codified beyond the Spectrum Act?

**Answer:**The Act, at Section 1401(26), defines the term "public safety entity." *See* 47 U.S.C. § 1401(26). At this time, FirstNet does not intend to interpret this term as it is defined in the Act.**RFP Change (Yes/No):**

No

**RFP Change Description:**

N/A

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**Question #:** 335**RFP Section Reference:** Section B.4.3, Excess Network Capacity**Question:**

Will the states have formal input on the amount and, if applicable, the timing of excess network capacity diverted to commercial use?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

Network capacity will not be “diverted” to commercial use. Pursuant to Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.1, Public Safety Entity “The Contractor shall utilize the Network Capacity on a primary basis to provide services to any PSE users.” Pursuant to Section J, Attachment J-20, Terms and Conditions for the Use of FirstNet Network Capacity, Section 1.2, Terms and Conditions, Sub-Paragraph 2.2, Non-Public Safety Services, “... the Contractor may utilize the Network Capacity on a secondary basis for the provision of non-public safety services in accordance with Section 1428(a)(2)(B) of the Act.”

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

No

**RFP Change Description:**

N/A

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**Question #:** 339**RFP Section Reference:** Section C.5, Statement of Objectives, 11th Bullet, Integration of State-Deployed RANs**Question:**

In an opt-out scenario, how will the opt-out State be reimbursed for non-State responders using capacity on the State RAN? As an example, in Washington, DC, a large percentage of the likely users are federal, and under the current plans the federal responder user fees go directly to FirstNet. How would a Washington DC-operated RAN recover its RAN operational costs from those users, as well as the incremental buildout costs needed to provide capacity for those users?

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**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The terms of a potential Spectrum Manager Lease Agreement (SMLA) or any other agreements between FirstNet, a state/territory, and a state or territory's RAN contractor will be governed by the Act, the FCC's rules, and FirstNet's final interpretations of its enabling legislation (see Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523 (Oct. 20, 2015), <https://www.federalregister.gov/articles/2015/10/20/2015-26621/first-responder-network-authority-final-interpretations-of-parts-of-the-middle-class-tax-relief-and>; Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63504 (Oct. 20, 2015), <https://www.federalregister.gov/articles/2015/10/20/2015-26622/final-interpretations-of-parts-of-the-middle-class-tax-relief-and-job-creation-act-of-2012>).

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

No

**RFP Change Description:**

N/A

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**Question #:** 340

**RFP Section Reference:** Section J, Attachment J-14, Terms of Reference, "Extended Primary User Group"

**Question:**

Are private security personnel, such as those acting as first responders for some federal agencies, eligible to be FirstNet users/part of the Extended Primary User Group, and will they be counted as responders in the material being provided as requirements?

**Answer:**

The Act, at Section 1401(26), defines the term "Public Safety Entity." See 47 U.S.C. § 1401(26). At this time, FirstNet does not intend to interpret this term as it is defined in the Act.

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

No

**RFP Change Description:**

N/A

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**Question #:** 342

**RFP Section Reference:** Section B.4.4, FirstNet Operational Sustainability, 2nd Paragraph

**Question:**

The FirstNet minimum payments described in this section are to offset “base operating and general administrative costs, including required personnel associated with the currently contemplated Operational Architecture.” Can FirstNet also allocate a portion of these funds to states to support the activities of the State single point of contact (SPOC) required by the Act?

**Answer:**

For clarification purposes, Section B, Supplies or Services and Prices/Costs, does not make any statement with regard to the minimum payments to FirstNet being utilized to “offset.” Any payments to FirstNet will be used for authorized purposes in accordance with the Act, including reinvestment in the NPSBN.

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

No

**RFP Change Description:**

N/A

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**Question #:** 344

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 4.3.2, Coverage Extension Assets Owned by Public Safety Entities and Section 4.3.3, Non-Persistent Cellular Service and Devices

**Question:**

Sections 4.3.2 and 4.3.3 ask for a list of network extension assets and non-persistent cellular services, such as Vehicular Network Systems, that will be available for purchase to Public Safety Entities through the public web portal. Will this market be open to third party vendors to offer competitive choices? What is the process for the contractor to integrate equipment from off-list vendors that has been purchased by PSEs?

**Answer:**

There are no specific requirements or provisions in the RFP for what services related to devices and installation of devices, distribution of devices etc. that the Offerors must supply to the market: those are at the option of the Offerors based on their proposed solution. FirstNet expects the Offerors to provide details of how they propose to handle network extension assets, including installation, distribution, configuration, delivery, and turnover as stated in Section L.3.2.2.3.2, Band 14 Devices, Section L.3.2.1.2.4.4., Deployable Units and Temporary Coverage, and Section L.3.2.2.5.1, Network and Service Operations.

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

No

**RFP Change Description:**

N/A

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**Question #:** 345**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 4.3.2, Coverage Extension Assets Owned by Public Safety Entities**Question:**

Regarding the network extension assets, such as Vehicular Network Systems, that are available for purchase to Public Safety Entities through the public web portal – will the Offeror be responsible for installation, configuration, and turnover to the PSE? Or, is the Offeror only responsible for delivery?

**Answer:**

There are no specific requirements or provisions in the RFP for what services related to devices and installation of devices, distribution of devices etc. that the Offerors must supply to the market: those are at the option of the Offerors based on their proposed solution. FirstNet expects the Offerors to provide details of how they propose to handle network extension assets, including installation, distribution, configuration, delivery, and turnover as stated in Section L.3.2.2.3.2, Band 14 Devices, Section L.3.2.1.2.4.4., Deployable Units and Temporary Coverage, and Section L.3.2.2.5.1, Network and Service Operations.

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

No

**RFP Change Description:**

N/A

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**Question #:** 346**RFP Section Reference:** Section L.3.2.2.2.1.3, Hosting and Cloud Services, 1st Paragraph**Question:**

Is FirstNet requiring the Offeror to supply hosting and cloud services, support third party offerings, or both?

**Answer:**

Per Section L.3.2.2.2.1.3, Hosting and Cloud Services, Application architectures can utilize hosting and cloud services, and the Offeror should specify how they would support them. A proposed solution for any hosted and cloud services will have to meet the objectives and comply with FirstNet security and standards. Please refer to Section J, Attachment J-10, Cybersecurity, with regard to cloud security.

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

No

**RFP Change Description:**

N/A

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**Question #:** 349**RFP Section Reference:** Section B.4.4, FirstNet Operational Sustainability, 2nd Paragraph**Question:**

The FirstNet minimum payments described in this section are to offset “base operating and general administrative costs, including required personnel associated with the currently contemplated Operational Architecture.” Can FirstNet also allocate a portion of these funds to states to support the activities of the State single point of contact (SPOC) required by the Act?

**Answer:**

For clarification purposes, Section B, Supplies or Services and Prices/Costs, does not make any statement with regard to the minimum payments to FirstNet being utilized to “offset.” Any payments to FirstNet will be used for authorized purposes in accordance with the Act, including reinvestment in the NPSBN.

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

No

**RFP Change Description:**

N/A

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**Question #:** 351**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 4.3.2, Coverage Extension Assets Owned by Public Safety Entities and Section 4.3.3, Non-Persistent Cellular Service and Devices**Question:**

Sections 4.3.2 and 4.3.3 ask for a list of network extension assets and non-persistent cellular services, such as Vehicular Network Systems, that will be available for purchase to Public Safety Entities through the public web portal. Will this market be open to third party vendors to offer competitive choices? What is the process for the contractor to integrate equipment from off-list vendors that has been purchased by PSEs?

**Answer:**

There are no specific requirements or provisions in the RFP for what services related to devices and installation of devices, distribution of devices etc. that the Offerors must supply to the market: those are at the option of the Offerors based on their proposed solution. FirstNet expects the Offerors to provide details of how they propose to handle network extension assets, including installation, distribution,

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configuration, delivery, and turnover as stated in Section L.3.2.2.3.2, Band 14 Devices, Section L.3.2.1.2.4.4., Deployable Units and Temporary Coverage, and Section L.3.2.2.5.1, Network and Service Operations.

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

No

**RFP Change Description:**

N/A

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**Question #: 352**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template, Section 4.3.2, Coverage Extension Assets Owned by Public Safety Entities

**Question:**

Regarding the network extension assets, such as Vehicular Network Systems, that are available for purchase to Public Safety Entities through the public web portal – will the Offeror be responsible for installation, configuration, and turnover to the PSE? Or, is the Offeror only responsible for delivery?

**Answer:**

There are no specific requirements or provisions in the RFP for what services related to devices (e.g., installation, distribution) Offerors must supply to the market; those services are at the discretion of the Offerors based on their proposed solution. FirstNet expects Offerors to provide details of how they propose to handle network extension assets, including installation, distribution, configuration, delivery, and turnover, as stated in Section L.3.2.2.3.2, Band 14 Devices; Section L.3.2.1.2.4.4, Deployable Units and Temporary Coverage; and Section L.3.2.2.5.1, Network and Service Operations.

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

No

**RFP Change Description:**

N/A

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**Question #: 353**

**RFP Section Reference:** Section L.3.2.2.2.1.3, Hosting and Cloud Services

**Question:**

Is FirstNet requiring the Offeror to supply hosting and cloud services, support third party offerings, or both?

**Answer:**

Per Section L.3.2.2.2.1.3, Hosting and Cloud Services, Offeror's application architectures can utilize hosting and cloud services, and the Offerors should specify their support plan for each of their offerings. A proposed solution for any hosted and cloud services will have to meet the objectives and comply with



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FirstNet security and standards. Please refer to Section J, Attachment J-10, Cybersecurity, with regard to cloud security.

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

No

**RFP Change Description:**

N/A

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**Question #: 355**

**RFP Section Reference:** Section I.7, FirstNet Auditing

**Question:**

FirstNet, the U.S. Comptroller, and others, retain broad rights to audit the Offeror and its subcontractors.

There are arguably two types of risk in the FirstNet procurement. The first is the risk that the selected offeror will not perform. The second is the risk that FirstNet will select an offeror and agree to a set of terms that fall far short of the expectations and requirements of a particular state. The “contract clauses” provide abundant protection against the first risk. What protection exists against the second risk?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

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

No

**RFP Change Description:**

N/A

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**Question #:** 356**RFP Section Reference:** Section I.7, FirstNet Auditing**Question:**

FirstNet, the U.S. Comptroller, and others, retain broad rights to audit the Offeror and its subcontractors.

Does a mechanism exist for a state to audit FirstNet and/or the Offeror, to assess compliance with specific provisions of the Middle Class Tax Relief and Job Creation Act of 2012 that established the First Responder Trust?

**Answer:**

No, a mechanism does not exist for a state or territory to audit FirstNet and/or the Contractor to assess compliance with specific provisions of the Middle Class Tax Relief and Job Creation Act of 2012. Additionally, for clarification, FirstNet is not a “trust.” It is an independent federal authority.

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

No

**RFP Change Description:**

N/A

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**Question #:** 357**RFP Section Reference:** Section I.7, FirstNet Auditing**Question:**

FirstNet, the U.S. Comptroller, and others, retain broad rights to audit the Offeror and its subcontractors.

While FirstNet and its selected Offeror might receive large amounts of cash and spend that cash, with the cash flows summing to zero, is there any mechanism that ensures fairness in the following areas:

- That specific line-item charges (e.g. access to the centralized core network, changes in priority/preemption by incident commanders) are cost-based, and not artificially inflated to cover other costs or inefficiencies or to provide hidden subsidies?
- That Opt-out states are not put in a position where they are forced to subsidize other states or financially penalized for exercising their right to opt out. This could occur, for instance, if FirstNet imposes artificially high core network charges.
- What mechanisms exist to ensure a high degree of transparency behind the end-user pricing decisions of FirstNet and its selected Offeror? Will FirstNet disclose the cost basis of specific services using a regulatory cost modeling methodology (e.g. total element long run incremental cost, as used by regulators of wireline telephony)?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The mission of FirstNet is to establish the NPSBN for use by Public Safety Entities. FirstNet has developed the RFP, including adoption targets that are associated with performance metrics, as well as 15 other objectives, to achieve this mission. FirstNet anticipates that Offerors will develop a robust solution that will meet all of FirstNet's objectives and promote public safety user adoption, including end-user pricing and other mechanisms.

Additionally, the Government will not release any information identified as proprietary by the Offeror, except as necessary in performance of this acquisition. Moreover, all applicable laws and regulations will be followed, both pre- and post-award, with regard to protection of proprietary data and information.

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

No

**RFP Change Description:**

N/A

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**Question #: 358**

**RFP Section Reference:** Section I.7, FirstNet Auditing

**Question:**

FirstNet, the U.S. Comptroller, and others, retain broad rights to audit the Offeror and its subcontractors.

If FirstNet or the Offeror proves itself to be inefficient or ineffective in specific areas (e.g. selling devices at many multiples of the price of a comparable commercial product) is there an audit process states could invoke to review the underlying practice?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

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No, a mechanism does not exist for a state or territory to audit FirstNet and/or the Contractor.

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

No

**RFP Change Description:**

N/A

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**Question #: 359**

**RFP Section Reference:** Section I.7, FirstNet Auditing

**Question:**

FirstNet, the U.S. Comptroller, and others, retain broad rights to audit the Offeror and its subcontractors.

If FirstNet or the Offeror fails to deliver a network that meets the requirements of a specific state is there a corrective process the state could initiate to bring FirstNet and / or the Offeror into compliance?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

No, a mechanism does not exist for a state or territory to audit FirstNet and/or the Contractor.

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

No

**RFP Change Description:**

N/A

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**Question #: 360**

**RFP Section Reference:** Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 5, Performance Rating

**Question:**

The Quality Assurance Surveillance Plan provides steep disincentives should the Offeror fail to meet its commitments.

In what way will individual states participate in determining whether service is excellent or poor?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 4.4, Acceptable Performance Level, states that the Government—meaning FirstNet and/or the Department of Interior’s Acquisition Services Directorate—will use Acceptable Performance Levels to assess the Contractor’s performance under the QASP.

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

No

**RFP Change Description:**

N/A

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**Question #:** 361

**RFP Section Reference:** Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 5, Performance Rating

**Question:**

The Quality Assurance Surveillance Plan provides steep disincentives should the Offeror fail to meet its commitments.

If FirstNet awards the contract to a bidder whose plan (even if perfectly executed) is completely unacceptable to a state, what recourse / influence / options does the state have?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 4.4, Acceptable Performance Level, states that the Government—meaning FirstNet and/or the Department of Interior’s Acquisition

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Services Directorate—will use Acceptable Performance Levels to assess the Contractor’s performance under the QASP.

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

No

**RFP Change Description:**

N/A

**Question #: 362**

**RFP Section Reference:** Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 5, Performance Rating

**Question:**

The Quality Assurance Surveillance Plan provides steep disincentives should the Offeror fail to meet its commitments.

If the offeror provides service and devices at the same price year-over-year, as suggested by Attachment J-23, then adoption will decline in the outer years because the service will be overpriced, since commercial telecommunication services decline in price year-over-year (as indicated by \$/minute and \$/GB metrics). One outcome is that the Offeror would discount pricing to meet the market. Another outcome is that the Offeror would pay the penalties and choose to serve only price-insensitive first responders. Does FirstNet have a view on expected price erosion over the planning period of the contract? Is there a rational and systematic way for an Offeror to say “I expect prices to decline at this rate” and to submit an offer on that basis?

**Answer:**

The Offeror is not expected to propose all end-user pricing changes over the entire 25-year period of performance. FirstNet expects the Offeror to develop competitive pricing strategies for all public safety products, services, and devices over the life of the contract to allow it to achieve the level of public safety adoption detailed by the Offeror in Section J, Attachment J-24, Public Safety Device Connections Template. Failure to meet the agreed-upon levels of public safety adoption could subject the Contractor to disincentive payments and other potential remedies.

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

No

**RFP Change Description:**

N/A

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**Question #:** 363**RFP Section Reference:** Section J, Attachment J-13, Pricing Template**Question:**

This template aggregates the cash flows to and from FirstNet over a 25-year period.

The Pricing Template suggests that FirstNet will pay the offeror a large amount of cash with the completion of each milestone. The offeror then begins paying FirstNet cash over a 25-year period. Everything is then discounted at Treasury rates to arrive at a net present value (NPV). Please describe the philosophy behind this complex set of payments. Ideally, what would FirstNet have the offeror propose, and why?

**Answer:**

The RFP requires the Offeror to propose payment schedules that best promote the sustainability and success of the NPSBN, consistent with FirstNet’s stated objectives and in accordance with the instructions contained in Section L, Instructions, Conditions, and Notices to Offerors or Respondents.

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

No

**RFP Change Description:**

N/A

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**Question #:** 364**RFP Section Reference:** Section J, Attachment J-13, Pricing Template**Question:**

This template aggregates the cash flows to and from FirstNet over a 25-year period.

An offeror could propose a solution that is “cheap” with a network solution that is poor. Alternatively an offeror could propose a solution that is “expensive” with a network solution that is robust. How will FirstNet assess these two opposite but both seemingly reasonable proposals?

**Answer:**

Any proposed nationwide solution, no matter how expensive or inexpensive, must address FirstNet’s objectives as stated in Section C, Statement of Objectives. Section M.3, Basis for Award, and Section M.4, Evaluation Factors, among other sections of the RFP, describe the basis for an award and order of importance of the evaluation factors, including the trade-off analysis.

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

No

**RFP Change Description:**

N/A

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**Question #:** 365**RFP Section Reference:** Section J, Attachment J-13, Pricing Template**Question:**

This template aggregates the cash flows to and from FirstNet over a 25-year period.

The 25-year period could exceed the authorization of FirstNet, especially if Congress decides not to repeatedly renew the authorization. What would happen to the network and the payments still due if FirstNet’s authorization were not renewed?

**Answer:**

With regard to “payments,” it is interpreted as payments to FirstNet. Payments to FirstNet would not be required if the contract is no longer in force. Although FirstNet anticipates being re-authorized beyond its current sunset date of February 22, 2027, Congress—based on a recommendation from the Government Accountability Office, as described in Section 1426(g) of the Act—would determine what action should be taken regarding the 15-year sunset of FirstNet authority, as described in Section 1427(f) of the Act.

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

No

**RFP Change Description:**

N/A

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**Question #:** 366**RFP Section Reference:** Section J, Attachment J-19, State Plan Template**Question:**

The State Plan Template provides a framework for the “plan” that FirstNet will present to each state. The section, once complete, will discuss both a “FirstNet-Deployed RAN” (a.k.a. Opt-in) and a “State-Deployed RAN” (a.k.a. Opt-out).

Most states currently thinking about opting out are doing so because they have a low level of confidence that FirstNet’s procurement approach will result in a robust network in their state. Such states are typically willing to commit their own financial resources to ensure that they have a high quality network. The concern is that funds handled by FirstNet and/or the offeror will be spent fairly (e.g. not used to subsidize other states or to fund activities of FirstNet that have little or no value to the state). How does FirstNet intend to honor the desires of “serious” states (ones that wish to have a robust network) in the current procurement process?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.



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The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The assumption that the State Plan Template (Section J, Attachment J-19) will be used by FirstNet to produce both FirstNet-deployed RAN and state-deployed RAN plans is incorrect. The state plan presented to each governor by FirstNet will only address the FirstNet-deployed RAN.

The Act charges FirstNet with ensuring the deployment and operation of a nationwide, interoperable NPSBN. The network must serve public safety across each of 56 states and territories, each presenting varying levels of available resources and associated costs. FirstNet has and continues to engage in significant state consultation efforts in order to fully understand the requirements of public safety users. The development of the RFP, and subsequently the development of individual state plans, have and will utilize the information gathered during these outreach efforts in order to ensure that the needs of public safety within each state and territory are sufficiently met regardless of their decision.

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

No

**RFP Change Description:**

N/A

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**Question #: 367**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template

**Question:**

The State Plan Template provides a framework for the “plan” that FirstNet will present to each state. The section, once complete, will discuss both a “FirstNet-Deployed RAN” (a.k.a. Opt-in) and a “State-Deployed RAN” (a.k.a. Opt-out).

In addition to “opting in” or “opting out” some have suggested a third alternative: “opt-in plus”. The concept is that a state would opt-in, allowing FirstNet to build as much as a network as FirstNet will willing to build. The state would then supplement that network with additional Band 14 infrastructure, providing coverage of vast areas that are outside of the proposed FirstNet footprint.

- Is FirstNet open to an “opt-in plus” arrangement?
- In the case of “opt-in plus” what funds would be available to the state? For instance, if the state built out a large rural area, would the state be able to sell the excess capacity on that portion of the network? If the state wished to impose a fee on users of the network or on public safety entities would that revenue remain in the state to pay for the construction and operation of the supplemental network, or would it go to the offeror or to FirstNet?
- In the case of “opt-in plus” what assurances would FirstNet provide that the incremental funds provided by the state would remain in the state and not be diverted elsewhere?

- In the case of “opt-in plus” what relationship would the state have to the Offeror in constructing and operating the additional portions of the network?
- Does FirstNet plan to issue a comprehensive set of guidelines for states interested in an “opt-in plus” solution?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The assumption that the State Plan Template (Section J, Attachment J-19) will be used by FirstNet to produce both FirstNet-deployed RAN and state-deployed RAN plans is incorrect. The state plan presented to each governor by FirstNet will only address the FirstNet-deployed RAN.

FirstNet’s authorizing Act provides for either FirstNet or the state/territory to take on responsibility for deploying, operating, and maintaining the RAN portion of the network.

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

No

**RFP Change Description:**

N/A

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**Question #:** 370

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template

**Question:**

The State Plan Template provides a framework for the “plan” that FirstNet will present to each state. The section, once complete, will discuss both a “FirstNet-Deployed RAN” (a.k.a. Opt-in) and a “State-Deployed RAN” (a.k.a. Opt-out).

Please describe what revenue sources will be available to the state in the case of a State-Deployed RAN. Some statements in the RFP do not perfectly align with previous statements by FirstNet. Please be very specific. Please describe any rules / constraints / limitations associated with use of these funds. Please specifically address:

- The value of excess capacity
- User / PSE fees
- A prorated portion of the \$7 billion provided to FirstNet by Congress

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The assumption that the State Plan Template (Section J, Attachment J-19) will be used by FirstNet to produce both FirstNet-deployed RAN and state-deployed RAN plans is incorrect. The state plan presented to each governor by FirstNet will only address the FirstNet-deployed RAN.

Section 1442(e)(3)(c)(iii) of the Act allows states or territories with alternative plans approved by the FCC to apply for a grant to construct the RAN in that state or territory. Section 1442 (g)(2) of the Act authorizes states/territories and a secondary user to enter into a Covered Leasing Agreement with FirstNet. For further information relating to these provisions and other cost and funding considerations for states or territories assuming responsibilities for RAN deployment, refer to First Responder Network Authority, Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523 (October 20, 2015), <https://www.gpo.gov/fdsys/pkg/FR-2015-10-20/pdf/2015-26621.pdf>, and Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63504 (October 20, 2015), <https://www.gpo.gov/fdsys/pkg/FR-2015-10-20/pdf/2015-26586.pdf>.

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

No

**RFP Change Description:**

N/A

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**Question #: 371**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template

**Question:**

The State Plan Template provides a framework for the “plan” that FirstNet will present to each state. The section, once complete, will discuss both a “FirstNet-Deployed RAN” (a.k.a. Opt-in) and a “State-Deployed RAN” (a.k.a. Opt-out).

Please describe any costs that will be charged to a state that chooses to deploy a State-Deployed RAN. Also, please describe how those costs will be calculated and what audit mechanisms might exist for the state to ensure that the costs are fair and reasonable?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The assumption that the State Plan Template (Section J, Attachment J-19) will be used by FirstNet to produce both FirstNet-deployed RAN and state-deployed RAN plans is incorrect. The state plan presented to each governor by FirstNet will only address the FirstNet-deployed RAN.

States and territories choosing to assume responsibility for RAN deployment will ultimately be responsible for all costs related to constructing, maintaining, operating, and improving the RAN in that state or territory, including paying any user fees associated with state/territory use of elements of the Core network, as described in Section 1442(f) of the Act. For further information relating to this provision and other cost and funding considerations for states or territories assuming responsibilities for RAN deployment, refer to First Responder Network Authority, Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63523 (October 20, 2015), <https://www.gpo.gov/fdsys/pkg/FR-2015-10-20/pdf/2015-26621.pdf>, and Final Interpretations of Parts of the Middle Class Tax Relief and Job Creation Act of 2012, 80 Fed. Reg. 63504 (October 20, 2015), <https://www.gpo.gov/fdsys/pkg/FR-2015-10-20/pdf/2015-26586.pdf>.

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

No

**RFP Change Description:**

N/A

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**Question #: 372**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template

**Question:**

The State Plan Template provides a framework for the “plan” that FirstNet will present to each state. The section, once complete, will discuss both a “FirstNet-Deployed RAN” (a.k.a. Opt-in) and a “State-Deployed RAN” (a.k.a. Opt-out).

The FCC has a strong history of requiring license recipients to build out their license area to a minimum extent to ensure a benefit to the public. In 1997 the FCC re-auctioned portions of a large number of cellular licenses (DA 96-1850), where the license holders had failed to construct a network covering the entire license area. If FirstNet builds a Band 14 network that does not meet the objectives of a state what will the FCC / the NTIA / FirstNet do to enable the state to serve the uncovered areas?

**Answer:**

FirstNet has been and continues to be significantly engaged in an outreach and consultation process that affords stakeholders an opportunity to provide input, which assisted in the development of the objectives and/or requirements contained within the RFP.

The purpose of the question and answer period in the solicitation is to afford an opportunity to clarify the terms and conditions contained within the RFP. Therefore, this response is being provided from an RFP perspective. Any questions not related to the RFP terms and conditions should be addressed through the appropriate FirstNet outreach and consultation process.

The assumption that the State Plan Template (Section J, Attachment J-19) will be used by FirstNet to produce both FirstNet-deployed RAN and state-deployed RAN plans is incorrect. The state plan presented to each governor by FirstNet will only address the FirstNet-deployed RAN.

One of FirstNet’s mandates under the Act is to ensure the expansion and improvement of the NPSBN throughout its entire license period.

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

No

**RFP Change Description:**

N/A

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**Question #: 373**

**RFP Section Reference:** Section J, Attachment J-19, State Plan Template

**Question:**

The State Plan Template provides a framework for the “plan” that FirstNet will present to each state. The section, once complete, will discuss both a “FirstNet-Deployed RAN” (a.k.a. Opt-in) and a “State-Deployed RAN” (a.k.a. Opt-out).

The State Plan Template says 47 times “Text for this section will be provided by FirstNet”. Does this mean that additional information will be forthcoming from FirstNet, to provide clarity to states and to Offerors in the anticipated relationship between states and FirstNet?

**Answer:**

The assumption that the State Plan Template (Section J, Attachment J-19) will be used by FirstNet to produce both FirstNet-deployed RAN and state-deployed RAN plans is incorrect. The state plan presented to each governor by FirstNet will only address the FirstNet-deployed RAN.

FirstNet will provide the content for those sections marked, “Text for this section will be provided by FirstNet,” at the time of the Day 1 Task Order 2 (State Plan Development and Refinement) award (see Section B.2.1.2, Task Order 2 – State Plan Development and Refinement) if content is included in the state plan.

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

No

**RFP Change Description:**

N/A

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**Question #: 374****RFP Section Reference:** Section J, Attachment J-23, End-User Pricing Tables**Question:**

Attachment J-23 includes two tables for service pricing (prepaid and postpaid) and one table for the price to public safety of devices. The tables allow for volume discounts but do not discuss price erosion over time.

- Does FirstNet envision that service prices will remain static from today until 2032 (the end of the final renewal period)?
- What will happen when the market price of mobile broadband declines (as telecommunications services have done consistently year after year for decades)? Will first responders not have an overwhelming financial incentive to buy from commercial operators?

**Answer:**

The Offeror is not expected to propose all end-user pricing changes over the entire 25-year period of performance. FirstNet expects the Offeror to develop competitive pricing strategies for all public safety products, services, and devices over the life of the contract to allow it to achieve the level of public safety adoption detailed by the Offeror in Section J, Attachment J-24 Public Safety Device Connections Template. Failure to meet the agreed-upon levels of public safety adoption could subject the Contractor to disincentive payments and other potential remedies.

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

No

**RFP Change Description:**

N/A

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**Question #: 375****RFP Section Reference:** Section J, Attachment J-23, End-User Pricing Tables**Question:**

Table 3, Public Safety Devices and End User Price Points, suggests that FirstNet will be the primary supplier of devices.

Wouldn't public safety be best served by a highly competitive retail marketplace, as there is for consumer mobile devices? Is there room for competing retail distributors in the FirstNet model?

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**Answer:**

Section C.5, Objectives, Objective #4, Device Ecosystem, asks for Offerors to provide and maintain a 3GPP-compliant, Band-14-capable device portfolio that evolves with the 3GPP standards and provides functionality and price points that meet the needs of the FirstNet public safety customer base. That does not mean that other sources of devices and applications will be prohibited. FirstNet expects that Offerors will provide innovative, mutually beneficially business plans that meet these objectives and that drive adoption and use of the NPSBN.

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

No

**RFP Change Description:**

N/A

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**Question #: 379****RFP Section Reference:** Section J, Attachment J-23, End-User Pricing Tables**Question:**

Table 3, Public Safety Devices and End User Price Points, suggests that FirstNet will be the primary supplier of devices.

First responders have complained about the “\$5,000 LMR radio.” Moving to LTE – a globally deployed commercial standard – should greatly reduce the cost of devices. It is not clear that this will happen if a competitive market is not enabled to sell service and devices. How does FirstNet reconcile the desire of first responders for competitively priced devices with a highly controlled distribution model?

**Answer:**

Section C.5, Objectives, Objective #4, Device Ecosystem, asks for Offerors to provide and maintain a 3GPP-compliant, Band-14-capable device portfolio that evolves with the 3GPP standards and provides functionality and price points that meet the needs of the FirstNet public safety customer base. That does not mean that other sources of devices and applications will be prohibited. FirstNet expects that Offerors will provide innovative, mutually beneficially business plans that meet these objectives and that drive adoption and use of the NPSBN.

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

No

**RFP Change Description:**

N/A

**Question #:** 394

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

**Question:**

The QASP establish target metrics for a variety of areas. Incentive and disincentive amounts for each of these areas is also defined

PSE are split into primary and extended primary user groups. Primary users consist of law enforcement, fire and EMS users and they are “preferred by FirstNet”.

- Who or what users consist of the extended primary user group?
- Why does FirstNet prefer users from the primary user group?

**Answer:**

The Act, at Section 1401(26), defines the term “Public Safety Entity.” See 47 U.S.C. § 1401(26). At this time, FirstNet does not intend to interpret this term as it is defined in the Act. (Reference Section J, Attachment J-14, Terms of Reference)

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

No

**RFP Change Description:**

N/A