



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL      FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Maintenance Services (MMS) FFP Consolidated Area Telephone System (CATS) Standard Commercial Monthly Maintenance Services (MMS), Fixed Price by location by the month as specified herein. See ELIN Schedule, 0001AA Through 0001AM FOB: Destination MILSTRIP: N7024017RCNSCAT PURCHASE REQUEST NUMBER: N7024017RCNSCAT	12	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Standard Commercial Maintenance Tasks T&M Consolidated Area Telephone System (CATS) Telephonic System Maintenance Tasks (SMT), Fixed Price by the task as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0002AA Through 0002AG FOB: Destination MILSTRIP: N7024017RCNSCAT	8,300	Each		

TOT ESTIMATED PRICE  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Standard Commercial System Services-SCSS T&M Consolidated Area Telephone System (CATS) Standard Commercial Services for Telephonic System Maintenance (T&M Services (SCSS) Fixed Price by the Hour as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0003AA Through 0003AH. Premium time, ELIN 0003AC, shall not exceed \$60,000.00. FOB: Destination MILSTRIP: N7024017RCNSCAT	24,766	Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Standard Commercial MTL and Equip-SCME T&M Consolidated Area Telephone System (CATS) Standard Commercial Material and Equipment for Telephonic System Maintenance - T&M Equipment and Material (SCME), Fixed Price by the Hour as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0004AA Through 0004AQ. FOB: Destination MILSTRIP: N7024017RCNSCAT	4,460	Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Material in Support of STD CML EQUIP T&M	906,000	Group		
	Consolidated Area Telephone System (CATS) Material in Support of Standard Commercial Equipment and Services for Telephonic System Maintenance (SCSM), Fixed Price by the Hour as specified herein. Payment in arrears for material used during the month. See ELIN Schedule, 0005AA Through 0005AB. FOB: Destination MILSTRIP: N7024017RCNSCAT				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Monthly Maintenance Services (MMS) FFP	12	Months		
	Consolidated Area Telephone System (CATS) Standard Commercial Monthly Maintenance Services (MMS), Fixed Price by location by the month as specified herein. See ELIN Schedule, 0006AA Through 0006AM FOB: Destination MILSTRIP: N7024017RCNSCAT				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Standard Commercial Maintenance Tasks T&M Consolidated Area Telephone System (CATS) Telephonic System Maintenance Tasks (SMT), Fixed Price by the task as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0007AA Through 0007AG FOB: Destination MILSTRIP: N7024017RCNSCAT	8,300	Each		

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Standard Commercial System Services-SCSS T&M Consolidated Area Telephone System (CATS) Standard Commercial Services for Telephonic System Maintenance (T&M Services (SCSS) Fixed Price by the Hour as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0008AA Through 0008AH. Premium time, ELIN 0008AC, shall not exceed \$60,000.00. FOB: Destination MILSTRIP: N7024017RCNSCAT	24,766	Hours		

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		4,460	Hours		
OPTION	Standard Commercial MTL and Equip-SCME				
	T&M				
	Consolidated Area Telephone System (CATS) Standard Commercial Material and Equipment for Telephonic System Maintenance - T&M Equipment and Material (SCME), Fixed Price by the Hour as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0009AA Through 0009AQ.				
	FOB: Destination				
	MILSTRIP: N7024017RCNSCAT				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		906,000	Group		
OPTION	Material in Support of STD CML EQUIP				
	T&M				
	Consolidated Area Telephone System (CATS) Material in Support of Standard Commercial Equipment and Services for Telephonic System Maintenance (SCSM), Fixed Price by the Hour as specified herein. Payment in arrears for material used during the month. See ELIN Schedule, 0010AA Through 0010AB.				
	FOB: Destination				
	MILSTRIP: N7024017RCNSCAT				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		12	Months		
OPTION	Monthly Maintenance Services (MMS) FFP Consolidated Area Telephone System (CATS) Standard Commercial Monthly Maintenance Services (MMS), Fixed Price by location by the month as specified herein. See ELIN Schedule, 0011AA Through 0011AM FOB: Destination MILSTRIP: N7024017RCNSCAT				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		8,300	Each		
OPTION	Standard Commercial Maintenance Tasks T&M Consolidated Area Telephone System (CATS) Telephonic System Maintenance Tasks (SMT), Fixed Price by the task as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0012AA Through 0012AG FOB: Destination MILSTRIP: N7024017RCNSCAT				

TOT ESTIMATED PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Standard Commercial System Services-SCSS T&M	24,766	Hours		
<p>Consolidated Area Telephone System (CATS) Standard Commercial Services for Telephonic System Maintenance (T&amp;M Services (SCSS) Fixed Price by the Hour as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0013AA Through 0013AH. Premium time, ELIN 0003AC, shall not exceed \$60,000.00.</p> <p>FOB: Destination</p> <p>MILSTRIP: N7024017RCNSCAT</p>					

TOT ESTIMATED PRICE  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Standard Commercial MTL and Equip-SCME T&M	4,460	Hours		
<p>Consolidated Area Telephone System (CATS) Standard Commercial Material and Equipment for Telephonic System Maintenance - T&amp;M Equipment and Material (SCME), Fixed Price by the Hour as specified herein. Payment in arrears for work actually performed on a monthly basis. See ELIN Schedule, 0014AA Through 0014AQ.</p> <p>FOB: Destination</p> <p>MILSTRIP: N7024017RCNSCAT</p>					

TOT ESTIMATED PRICE  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Material in Support of STD CML EQUIP T&M Consolidated Area Telephone System (CATS) Material in Support of Standard Commercial Equipment and Services for Telephonic System Maintenance (SCSM), Fixed Price by the Hour as specified herein. Payment in arrears for material used during the month. See ELIN Schedule, 0015AA Through 0015AB. FOB: Destination MILSTRIP: N7024017RCNSCAT	906,000	Group		

TOT ESTIMATED PRICE

CEILING PRICE

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**  
**Maintenance for the Consolidated Area Telephone System (CATS)**  
**Naval Computer and Telecommunications Station (NCTS)**  
**San Diego, CA**

Part 1

General Information

1. GENERAL: This is a non-personnel services contract to provide Maintenance for the Consolidated Area Telephone System (CATS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Maintenance for the Consolidated Area Telephone System as defined in this Performance Work Statement except for those items specified as Government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: Naval Supply Systems Command (NAVSUP) Fleet Logistics Center (FLC) San Diego proposes to enter into a combined Time and Materials (T&M) and Firm Fixed Price (FFP) Hybrid Contract for maintenance of Consolidated Area Telephone System (CATS) located at 22 locations throughout the San Diego area and Southern California. The services encompass maintenance and operational support for switch maintenance, maintenance of Navy-owned cable and infrastructure, installation of new cable, move, add and change requirements for Private Branch Exchange (PBX) and Local Exchange Carrier (LEC) dial tone services, extensions of LEC circuits and installation of on-base circuits. CATS maintenance serves to ensure critical telecommunications services are continuously available for approximately 120,000 users, 40,000 circuits, and 606 activities, including Commander Navy Region Southwest (CNRSW). Maintenance for CATS is a mission critical component in maintaining continuity of a stable and consistent telephonic communications service for all official and all Government-

sponsored activities. Services are required for a one year base period and two one-year option periods. Contractor shall begin performance on October 1, 2016.

1.2.1 This contract requires services and capabilities that include but are not limited to: Enterprise wide switch maintenance for 18 switches, 13 voice mail systems, 1 conference bridge; 24/7/365 continuous remote monitoring from contractor Network Operations Center (NOC) site; Avaya certified technicians; voice and data service installations, disconnects, inside wiring, distribution cable, outside plant (OSP) cable maintenance, OSP engineering services and all moves, adds and changes; a Government Facilities Clearance, and sufficient Original Equipment Manufacturer (OEM) certified technicians with Secret Clearances. The requirement is to provide maintenance, operations, and installation of the Navy owned equipment and operational support at the following locations:

TABLE 1: LOCATIONS

Location Number	Description of Location	Attachment A Complex (CX) Number
1	Naval Auxiliary Landing Field San Clemente Island (NALF SCI), CA 90731	03
2	Naval Base San Diego/Naval Station (NAVSTA) 32nd Street, CA 92136	01
3	Broadway Complex (BDWY), CA 92132	06
4	Anti-Submarine Warfare (ASW)/Marine Corps Recruit Depot (MCRD), CA 92147	04
5	Naval Base Point Loma (PT LOMA), CA 92106	07
6	Naval Amphibious Base (NAB), CA 92155	00
7	Naval Medical Center San Diego (NMCSD), CA 92134	05
8	Naval Air Station North Island (NASNI), CA 92135	08
9	Naval Outlying Landing Field Imperial Beach (NOLF), CA 91932	22
10	Silver Strand Training Complex (SSTC), formerly known as the Naval Radio Receiving Facility (NNRF), CA 91932	Operational Support/ No Switch support
11	Naval and Marine Corps Reserve Center San Diego (N&MCRC), CA 92131	14
12	Old Town Complex (OTC), CA 92110	24
13	Naval Hospital Clinic located at 644 Maple St., Chula Vista, CA 91910	05
14	Naval Hospital Clinic located at 8808 Balboa Ave., San Diego, CA 92123	05
15	Naval Hospital Clinic located at 110 Town Center Parkway, Santee, CA 92071	05
16	Naval Air Station Lemoore (NAS Lemoore), CA 93246	LM
17	Naval Base Ventura County (NBVC) Port Hueneme, CA 93043	VC
18	Naval Base Ventura County (NBVC) Point Mugu, CA 93042	VC
19	Naval Base Ventura County (NBVC) San Nicholas Island, CA	VC
20	Naval Weapons Station Seal Beach (NWS Seal Beach), CA 90740	SB
21	Naval Weapons Station Seal Beach Det Fallbrook, CA 92028	FB
22	Naval Air Facility El Centro (NAF El Centro), CA 92243	Operational Support/ No Switch support

1.2.2 Maintenance shall be provided 24 hours a day, 7 days a week, 365 days per year (24/7/365) for locations listed above on a Fixed Price (FP) or Time and Material (T&M) basis. All locations except for #10 and #22 require 24/7/365 monitoring via contractor NOC --including severity alarm codes (level of severity) and communication of the alarm severity to Naval Computer and Telecommunications Station (NCTS) Base Communications Office (BCO). This level of work requires Platinum level Avaya certifications, technical personnel with a minimum security clearance level of SECRET (required for 30% of buildings), and a Facility Clearance with a minimum clearance level of SECRET.

1.2.3 Services include Monthly Maintenance Services (MMS) (fixed price by the month for all weeks and all months of the years) and other work. Other work is requested via Technical Direction Letters (TDLs). Other work consists of maintenance and repair services by task as well as work consisting of equipment, labor and material: other work is all work other than the MMS. Although some of the tasks covered under MMS and other work may be the same type work, other work is distinguishable because it is performed at locations not covered under MMS. The systems included in MMS are identified in the Exhibit Line Item Numbers (ELINS) spreadsheet under ELINs 0001, 0006, and 0011 (See Exhibit A for description of ELINS).

1.2.4 The NCTS BCO manages voice and data services for the enterprise wide Navy-owned equipment associated with San Diego CATS network. NCTS BCO San Diego is responsible for the day-to-day management, administration, operations and maintenance of base telecommunications facilities and services for the entire enterprise, which consists of the above listed locations.

1.2.5 The CATS network enterprise and Base Transceiver Station (BTS) provides connectivity to the Defense Switched Network (DSN) and the Networx contract long distance services. Local dial tone is provided by AT&T, the Local Exchange Carrier (LEC), for San Diego, NWS Seal Beach Detachment Fallbrook, NAF El Centro, and NAS Lemoore. Local dial tone is provided by Verizon, the LEC, for NWS Seal Beach NBVC Port Hueneme, Point Mugu and San Nicholas Island.

1.2.6 Monthly Maintenance Services (MMS) consists of preventive and remedial maintenance for locations shown in ELINs 0001, 0006, and 0011. MMS is fixed price by the month and includes all labor, supplies, equipment, and material necessary for preventive and remedial maintenance. Other work (not MMS) consists of standard maintenance tasks (SMT)--fixed price by the task; standard commercial material and equipment (SCME)—fixed price by the hour, Standard commercial services (Labor Hour [SCSS])—fixed price by the fully burdened hour, and material in support of standard commercial services (SCSM) paid at cost. The ELIN schedule provides unit prices--price per month, price per task, and price per hour. Materials ordered/provided under a Materials ELIN shall be invoiced in accordance with Federal Acquisition Regulation (FAR) 52.212-4 ALT I, Payments as set forth herein. The Government has set forth quantities and not-to-exceed (NTE) amounts in the ELIN schedule (Exhibit A).

1.3 Objective: Maintain the entire CATS system with limited down time.

1.4 Scope:

1.4.1 The scope of this contract includes maintenance and operational support for the San Diego CATS network, the BTS at NAS Lemoore, BTS at NWS Seal Beach, BTS at NWS Seal Beach Det. Fallbrook, and the BTS at NBVC Port Hueneme, BTS at NBVC Point Mugu and BTS at NBVC San Nicholas Island. 24/7 maintenance will be required for Naval Medical Center San Diego (NMCS D) switch and remote Extended Port Network (EPNs), NMCS D patient switch, Point Loma voice mail system, Fleet Logistics Center San Diego voice mail system, and NMCS D modular messaging system. Maintenance shall be provided to all other locations as requested by the Government via Job Statements of Work (JSOWs), and/or written or oral TDLs. Maintenance includes all switches; installations; disconnects; inside wiring; OSP and T1 engineering services; distribution cable; and all moves, adds and changes. The contractor shall respond accordingly, as requested by the Navy either via Technical Direction Letter or oral Technical Direction (in an emergency). Only the Contracting Officer's Representative (COR) or Assistant to COR (ACOR) is authorized to issue both written and oral TDLs. The Technical Assistant (TA)—if appointed by NCTS Commanding Officer or his/her designee is authorized to issue written Technical Direction Letters. All oral TDLs shall be followed up in writing within 2 working days in accordance with NMCARS 5252.242-9402. Government will issue Technical Direction Letters to the contractor's local San Diego office.

1.4.2 Maintenance and operational support shall be provided at the following locations: Naval Auxiliary Landing Field San Clemente Island (NALF SCI); Naval Station (NAVSTA) 32nd Street Complex; Broadway Complex; Anti-Submarine Warfare / Marine Corps Recruit Depot Complex (ASW / MCRD); Pt. Loma Complex; Naval Amphibious Base (NAB); Naval Hospital (NAVHOSP) San Diego; Naval Air Station North Island (NASNI); Naval Outlying Landing Field (NOLF) Imperial Beach; Silver Strand Training Complex (SSTC), formerly known as the Naval Radio Receiving Facility (NNRF); Naval and Marine Corps Reserve Center (N&MCRC) San Diego; Old Town Complex (OTC); and the Naval Hospital Clinics at 644 Maple St., Chula Vista, CA; 8808 Balboa Ave., San Diego, CA; and 110 Town Center Parkway, Santee, CA; NAS Lemoore, CA; NBVC Port Hueneme, Point Mugu and San Nicholas Island, CA; NWS Seal Beach, NWS Seal Beach Det. Fallbrook and Naval Air Facility El Centro.

1.4.3 Maintenance on the OSP is included in this contract. Coverage will extend from the Main Distributing Frame (MDF) binding post to the terminal binding post, up to the proctor. This includes aerial and underground drop wire, as well as the service wire used for both the CATS and BTS system and the Government's residential service. The contractor shall provide qualified Outside Plant Technicians for OSP maintenance. Attachment C lists all San Diego cables covered under this contract with the exception of drop wires. The Navy does not maintain records for drop wires.

1.4.5 The contractor shall be knowledgeable in current communications technology and shall possess expertise sufficient to test and maintain equipment throughout the network enterprise, including but not limited to: all PBX, Voice Mail, cable, and transmission equipment [T1 repeater, Channel Service Unit (CSU) and Data Service Unit (DSU)] problems. Expertise shall extend to testing test tone and attenuation loss on individual cable pairs.

1.4.6 The Navy will issue TDLs for all services other than the monthly firm-fixed priced preventive maintenance, repair services, and/or monitoring services, as set forth in the ELINS and elsewhere in this RFP.

1.4.7 The contractor shall respond within 15 minutes during normal working hours and within 60 minutes outside of normal working hours to oral requests for emergency service if requested by the COR or Assistant Contracting Officer's Representative (ACOR).

1.4.8 The contractor shall not make any changes to any Technical Direction Letter without approval from the COR/ACOR or TA.

1.4.9 The contractor shall maintain work areas in a safe condition at all times and properly protect work areas from accidents by workers or other personnel in the space and post warnings of hazards caused by the work. The contractor shall cleanup after each day's work, remove and properly dispose of all debris associated with any maintenance, moves-adds-changes or any other service performed for the Government under this contract.

1.5 Period of Performance: The period of performance shall be for one , 12-month Base Year and two 12-month option years. The Period of Performance reads as follows:

Base Year	October 1, 2016
Option Year I	October 1, 2017
Option Year II	October 1, 2018

1.6 General Information

1.6.1 This Performance Work Statement (PWS) identifies the requirements for the maintenance, operations, and installation of the Navy owned equipment, including Outside Plant Cable (OSP) associated with the Consolidated Area Telephone System (CATS). Maintenance of these systems is critical in providing telephonic communications services to all Navy users on the network and covered under this contract. OSP is defined as all communication cables used for CATS service, which are attached to and leave from a Main Distributing Frame (MDF) and terminate at a building, pole, or manhole terminal. Coverage will extend from MDF binding post to the terminal binding post, and up to the proctor. This includes aerial and underground drop wire, as well the service wire used for both the CATS network and the Government’s residential service. The contractor shall provide qualified technicians for OSP maintenance. The Cable List (Attachment C) identifies all San Diego cables covered under this contract; however, it does not include an inventory of drop wires covered under this contract as they are too numerous to list. The Navy does not maintain records for drop wires.

1.6.2 ELINS. Exhibit Line Items (ELINS). The ELIN schedule separately lists both the MMS and other services required under this contract. The ELIN schedule, Exhibit 1, clearly shows ELINs, Units, Unit prices, and Government provided quantities for both fixed price and time & materials items. ELINs for materials identify a not-to-exceed amount provided by the Government. Material items are those items necessary to support the CATS network but not included in other ELINS. Spec Items provide a description of the work in Tables 2 and 3.

1.6.3The contractor shall not disclose, or allow any employee, subcontractor, or vendor to disclose, data or information relating to the Government’s CATS network (including the BTS at NAS Lemoore and NBVC Port Hueneme, Point Mugu and San Nicholas Island, NWS Seal Beach, NWS Seal Beach Det. Fallbrook and Naval Air Facility El Centro) to any other party. Billing or information associated with the CATS network covered under this contract (for all locations, including the BTS at NAS Lemoore and NBVC Port Hueneme, Point Mugu and San Nicholas Island, NWS Seal Beach, NWS Seal Beach Det. Fallbrook and NAF El Centro) is intended solely for the use of parties who provide maintenance and operational support to NCTS San Diego. Contractor shall follow Secret level security regulations, precautions and procedures. Proprietary information may not be used, reported, or disclosed to any other parties without the expressed written permission of NCTS San Diego.

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 7:00 A.M. and 3:30 P.M. local time, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price monthly services (MMS), the contractor will not be reimbursed when the Government facility is closed for the above reasons unless specified otherwise on TDLs or in the Performance Work Statement, for example services are required 24/7 or 24/7/365. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.4.1 Recognized Holidays:

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day

President's Day  
 Memorial Day  
 Independence Day

Veteran's Day  
 Thanksgiving Day  
 Christmas Day

1.6.5 Place of Performance: The work to be performed under this contract will be performed at locations specified in Table 1.

1.6.6 Type of Contract: The Government will award a Commercial hybrid Firm Fixed Price and Time and Materials contract.

1.6.7 Security Requirements: Contractor personnel performing work under this contract must have a Secret Level Facilities Clearance and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254 Department of Defense Contract Security Requirement List (Attachment J).

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control. The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.3 Lock Combinations. Where applicable, the Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.7.4 No Disclosure. The contractor shall not disclose, or allow any employee, subcontractor or vendor to disclose, data or information relating to the Government's CATS network (including the BTS at NAS Lemoore and NBVC Port Hueneme, Point Mugu and San Nicholas Island, NWS Seal Beach, NWS Seal Beach Det. Fallbrook and Naval Air Facility El Centro) to any other party. Billing or information associated with the CATS network covered under this contract (for all locations, including the BTS at NAS Lemoore and NBVC Port Hueneme, Point Mugu and San Nicholas Island, NWS Seal Beach, NWS Seal Beach Det. Fallbrook and NAF El Centro) is intended solely for the use of parties who provide maintenance and operational support to NCTS San Diego. Contractor shall follow Secret level security regulations, precautions and procedures. Proprietary information may not be used, reported, or disclosed to any other parties without the expressed written permission of NCTS San Diego.

1.6.8 Special Qualifications: Avaya and other OEM Certifications are required, e.g. see Spec Item Table 3

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.10 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Contract Manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate (who shall act for the contractor when the manager is absent) shall be designated in writing to the contracting officer [see Exhibit 4 Deliverables for Point of Contact (POC) document]. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7:00 A.M. and 3:30 P.M. Monday thru Friday except Federal holidays or when the Government facility is closed for administrative reasons.

1.6.12 Identification of Contractor Employees: All contract personnel are required to wear identification and to identify themselves as contractors to avoid being mistaken as Government employees. Contractor shall ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.13 Contractor POC/Contact Information. The contractor shall provide the COR with a list of contractor POCs. The list of POCs shall include: 24/7 contact information, cell number, office number, office address, fax number, email address, clearance level, and OEM certifications for all contract team representatives. This shall be on an excel spreadsheet by location. The contractor shall identify personnel designated for day-to-day operations. The contractor shall provide a telephone number with 24/7 access for afterhours repair or emergency service requests.

1.6.14 Transition Or Phase In /Phase Out Period. To minimize any decreases in productivity and to prevent possible negative impacts on services, the Contractor shall have personnel on board, meeting all the requirements of this Performance Work Statement by day one of the performance period. The contractor shall also prepare Transition Plan which will be reviewed and approved by the KO and COR. The Transition Plan shall address the phase-in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date and the Transition Plan shall address the phase-out period.

1.6.15 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The contractor's

Quality Control Plan (QCP) shall include specifics by location. Within 10 days of award, the comprehensive written QCP shall be submitted to the Contracting Officer (KO) and the Contracting Officer's Representative (COR); thereafter, changes to the QCP shall be submitted within 5 days of the change or planned change. After acceptance of the QCP the contractor shall receive the KO's acceptance in writing of any proposed change to his quality control system.

1.6.16 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (Attachment G). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

## PART 2 DEFINITIONS & ACRONYMS

### 2.0 DEFINITIONS AND ACRONYMS

#### 2.1 Definitions:

**ADD (INSTALL)**: Installation of dial tone service on the customer's premises. The work shall include all functions necessary to make the subscriber's telephone equipment operational with the system features and capabilities ordered by the Government.

**CONTRACTOR**: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

**CONTRACTING OFFICER**: A person with authority to enter into, administer, or terminate contracts on behalf of the Government. Note: The only individual who can legally bind the Government.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**: An employee of the U.S. Government appointed by the contracting officer to administer the contract. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**DADMIN**: The login for use by Avaya Business Partners performing administration or maintenance on the customer site, either from the console or from another computer on the customer's LAN.

**DEFECTIVE SERVICE**: A service output that does not meet the standard of performance associated with the Performance Work Statement.

**DELIVERABLE**: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

**DISCONNECT**: The removal of service. This includes all cross-connects between the service jack and the PBX or LEC F1 and applies to dial tone services and circuits.

**ELIN**: Exhibit Line Item Number. Used in this contract for pricing work elements for all periods of performance. ELINS consist of a 4 digit number plus two letters. Each performance period has unique ELIN numbers, e.g. the base period ELIN numbers are 0001 to 0005, option 1 ELINs are 0006 to 0010; option year 2 ELINs are 0011 to 0015. The numbers are followed by two letters. The first letter represents the period of performance, e.g. A = base year, B=option year 1, and C=option year 2. The second letter identifies specific services/locations, etc. so that 0004AA, 0009AA, and 0014AA are all ELINs for 1 Ton Gang Truck, but represent different periods of performance

(0004AA base period, 0009AA option 1, and 0014AA for option 2, respectively). ELINs are used for pricing and identifying tasks on TDLs.

**INSTALLATION:** Installation is the initial setting in place and connecting of telecommunications equipment, cabling, or cable cross connects between the PBX or the LEC F1 and the customer jack.

**LABOR HOUR:** See FAR 52.212-4 fully burdened labor hour by labor category

**MATERIAL:** The contractor shall provide a staging area for all materials ordered. The Navy has provided an itemized deliverable for ordering infrastructure material.

**MONTHLY MAINTENANCE SERVICES (MMS):** Services, by location and system, that are paid monthly on a fixed-price basis. The services include, but are not limited to: monitoring, preventive maintenance, right-to-use licenses, technician services and administration, and comprehensive repairs/replacement parts. See Table 2 for Spec Item Numbers.

**MOVE:** A transfer of dial tone service from one connecting block to another within the same building, including re-termination of the connecting cable or rearrangement of the associated wiring in the equipment cabinet.

**NORMAL OPERATING CONDITIONS:** Not under major disaster

**OPERATIONAL SUPPORT:** The term “operational support” does not define any specific service but rather refers to the services other than MMS.

**OTHER DIRECT COSTS (ODCs):** ODCS include (for example) incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.

**\*\*Note, reimbursement for ODCs will not be provided under this contract. “None” is written in the contract clause FAR 52.212-4, Alternate I, (i) (1)(ii)(D)(1),(2) Commercial T&M/LH Contracts.**

**OUTSIDE PLANT (OSP) CABLE:** All communication cables used for telecommunications service that are attached to, and leave from, a Main Distribution Frame (MDF) and terminate at a building, pole or manhole terminal. Coverage shall extend from MDF Binding Post to Terminal Binding Post. Also included are Aerial and Underground Drop Wire and Service Wire that are used for telecommunications service. OSP maintenance does not include poles or house cables that extend beyond the terminal binding post.

**PHYSICAL SECURITY:** Actions that prevent the loss or damage of Government property.

**QUALITY ASSURANCE:** The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**QUALITY CONTROL:** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**PREVENTIVE MAINTENANCE:** Providing inspections, detection, and correction of incipient failures either before they occur or before they develop into major outages.

**RECORDS:** The contractor shall keep a copy of all Technical Direction Letters and scheduled maintenance performed during the duration of this contract and shall provide copies when requested by the Navy.

**REMEDIAL MAINTENANCE:** Maintenance and repair performed as required following equipment failure to bring service or equipment back to full functionality. The care and servicing for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

**REMOTE MONITORING** – 24-hour monitoring and management of major and minor system alarms. Maintenance that is performed after a fault, in hardware or software, has been found, in order to correct that fault.

**REUSE WIRE:** The installation of service from the PBX or LEC F1 to the customer jack utilizing existing wire and jack. This includes all cross-connects required to provide service.

**SPEC ITEM:** Spec Items provide a description of the work requirements that correlate to ELINs regardless of performance period. See Spec Item Table for the relationship between ELINs and Spec Item numbers.

**STANDARDS:** All work on this CONTRACT shall be in compliance with OSHA, NEC, and Contractor's standards.

**"SOLD-TO NUMBER":** Sold-to numbers are shown on Attachment A for all switches. Sold-to numbers are used to request related information, parts, maintenance schedules, etc. A "Sold To" or Functional Location, refers to an Avaya account number for a specific customer location.

**SUBCONTRACTOR:** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**TECHNICAL DIRECTION LETTERS:** Technical direction or clarification concerning the details of specific tasks set forth in the contract are given through issuance of Technical Direction Letters (TDLs) from the Contracting Officer's Representative (COR) or the COR's Technical Assistant (TA). See Clause 5252.242-9402 TECHNICAL DIRECTION (Jan 1992)

24/7/365: 24 hours a day, 7 days a week and 365 days per year

**WIRE RUN:** The installation of service from the PBX or LEC F1 to the customer jack. This includes all cross-connects required to provide service, wire and jack.

### PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

Not applicable

### PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

#### 4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform MMS work under this contract.

4.2 Secret Facility Clearance: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been

granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment J.

4.3. Materials. The Contractor shall provide all materials, equipment, supplies, etc for the MMS. Other than MMS, Materials will be identified on the Job Statement of Work (JSOW), Job Proposal (JPROP), and TDLs.

## PART 5 SPECIFIC TASKS

5.1 The contractor provided services shall include, but are not limited to: switch maintenance; maintenance of Navy-owned cable and infrastructure; installation of new cable; move, add and change requirements for PBX and LEC dial tone services; and extensions of LEC circuits and installation of on-base circuits.

5.2 In addition to maintaining the cable infrastructure, the contractor shall provide new cable installations, including necessary engineering, outside plant work, Computer-Aided Design (CAD) drawings, schematics, and other cable associated infrastructure. Specifications will be described via detailed JSOWs. The contractor shall respond to JSOWs (given in writing or orally) with a detailed Job Proposal (JPROP) including the statement of work and price breakdown – which shall include pricing showing labor categories and hours (as defined in the ELINS) and material costs. Any replacement parts for the switching systems (not covered under maintenance identified elsewhere in this contract) shall be included in the JSOW and JPROP. JSOW/JPROP process will result in the issuance of a TDL which will provide a final description of the work required.

5.2.1 All work identified and quantified via priced task [spec items 201 through 207, (e.g. MOVE/ADD/CHANGE)] may be ordered by the Government via TDL without first issuing a JSOW.

5.2.2 In an emergency or in urgent situations, the COR or ACOR (hereinafter the use of ‘COR’ means ‘COR or ACOR’ unless specifically stated otherwise) may request work orally via JSOW or TDL and shall follow up in writing within 2 days.

5.2.3 When required in JSOW or TDL, Government approved final CAD drawings shall be submitted upon completion of all cable installations.

5.3 The Government will not furnish any facilities, outside storage area for outside plant tooling and material, or provide any local travel vehicles for use by the contractor. The contractor shall provide all vehicles, tools, and test equipment required in performance of this contract and shall be responsible to obtain the proper licensure, documentation and insurance necessary for Government, State, and local requirements for work on a Government Installation (including transportation to/from Government location) for all vehicles, equipment, materials, hot work, etc.

5.4 The contractor shall maintain a crash kit in San Diego, NAS Lemoore and Naval Base Ventura County (NBVC) for critical switch components. The contractor shall provide crash kits; ensure the crash kits are operational at all times; and ensure the crash kits are in continuing compliance with current standards throughout the life of the contract.

5.5 Remote alarm monitoring from contractor NOC, testing and diagnostics shall be performed for all systems shown in Attachment A. Spec item 102.

5.6 Spec Items provide a description of the work requirements that correlate to ELINs regardless of performance period. Services provided on a monthly basis, Monthly Maintenance Services (MMS), correlate to Spec items 000 through 099, and are performed by contractor in accordance with the contract without further direction from the COR. Services for Standard Commercial Maintenance Tasks (SMT) correlate to Spec items 100-199, and are requested via written JSOW or oral TDL. JSOWs and resulting TDLs will specify material and equipment for use

in switch maintenance; maintenance of Navy-owned cable and infrastructure; installation of new cable; move, add and change requirements for PBX and LEC dial tone services; extension of LEC circuits; installation of on-base circuits, etc. Material will be specified to the extent known. Contractor shall identify different or additional material to the COR or TA as soon as it is identified (via JPROP or orally if TDL already issued). The contractor shall ensure the COR and TA are apprised of the amount of work (labor hours and subcontracts) and specific material as soon as known if different from that identified in the TDL. The COR or TA will then modify the TDL to reflect approved changes.

5.6.1 The contractor shall not cancel any Technical Direction Letter without notifying the Navy. The contractor shall not charge the Navy for any cancelled Technical Direction Letters. The contractor shall provide the Navy with a list of all closed Technical Direction Letters on a weekly basis

TABLE 2: ELIN/SPEC ITEM Correlation

<b>ELIN NUMBERS</b>	<b>ELIN CATEGORY See ELIN Schedule, Exhibit 1</b>	<b>SPEC ITEM NUMBERS See Table 3</b>
0001 0006 0011	<b>MONTHLY MAINTENANCE SERVICES (MMS)</b>	100-199
0002 0007 0012	<b>STANDARD COMMERCIAL MAINTENANCE TASKS (SMT) FOR TELEPHONIC SYSTEM MAINTENANCE</b>	200-299
0003 0008 0013	<b>STANDARD COMMERCIAL SERVICES FOR TELEPHONIC SYSTEM MAINTENANCE -- [T&amp;M SERVICES (SCSS)]</b>	300-399
0004 0009 0014	<b>STANDARD COMMERCIAL MATERIAL AND EQUIPMENT FOR TELEPHONIC SYSTEM MAINTENANCE [Fixed Price by the Hour including operator (SCME)]</b>	400-499
0005 0010 0015	<b>MATERIAL IN SUPPORT OF STANDARD COMMERCIAL EQUIPMENT AND SERVICES FOR TELEPHONIC SYSTEM MAINTENANCE -- [T&amp;M MATERIAL (SCSM)]</b>	500-599

\*\* NOTE: ELIN numbers consist of a 4 digit number plus two letters. ELINs are used for pricing and identifying tasks on TDLs. See DEFINITIONS and Table 3, SPEC ITEMS.

5.7 Contractor shall provide full-time on-site qualified, certified, dedicated technicians. Dedicated technicians shall be OEM trained and certified to support digital switching systems requirements. Dedicated certified technicians shall have demonstrated experience in the operation, installation, maintenance, and repair of enterprise level telecommunications network systems and equipment. Dedicated technicians shall independently perform difficult and complex installation of software and hardware, conduct site surveys, maintenance, diagnoses, and repair of a variety of telecommunications equipment. The dedicated technician shall perform Monday through Friday 7 AM to 3:30 PM (or as otherwise defined in a TDL) as detailed in this PWS and in TDLs. A Secret Clearance is required. Spec items 109-112.

5.8 Contractor shall provide two full-time on-site qualified network administrators/engineers with CompTIA Security+ certification, and a Computing Environment (CE) certificate, such as a Microsoft OS MCSE/MCSA or a

LINUX certification, Microsoft Server 2003/2008, SQL server 2005 and CISCO Routers experience required. Secret clearance required. Spec item 113.

5.9 The contractor is required to install Product Correction Notices, software and firmware updates required to maintain system operation. The contractor's obligation is limited to those Product Correction Notices, software updates that have been approved through the Government's Joint Interoperability Test Center certification process.

5.10 Maintenance is not authorized for existing telephone sets; the Government will obtain replacement sets.

5.11 The contractor shall not provide refurbished products unless contractor identifies specific products (e.g. in the JPROF) as being no longer supported or manufactured by the original equipment manufacturer (OEM).

5.12 Maintenance Software Permissions (MSPs) are the intellectual property of the Avaya OEM. MSPs are required in the day-to-day operation and support of the systems included in this solicitation. Therefore, the contractor shall provide legal access to the MSPs for the systems included in this solicitation and resultant contract for the contractor and for the Government.

### 5.13 MAINTENANCE

5.13.1 MONTHLY MAINTENANCE SERVICE (MMS) includes Right to Use (RTU) licenses (Spec Item 101), NOC monitoring (Spec Item 102) and preventive and remedial maintenance for systems identified CLINs 0001, 0006, and 0011.

5.13.2 The contractor shall provide preventive and remedial maintenance required by products when under normal operating conditions. Replacement components shall be included in this coverage. The contractor shall maintain a crash kit in San Diego, NAS Lemoore and NBVC for critical switch components. All other components shall be available via overnight delivery. See definitions in section 2.1 for preventive and remedial maintenance descriptions.

#### 5.13.3 SCHEDULEING OF MAINTENANCE:

5.13.3.1 The contractor shall perform normal demand maintenance work between 7:00 a.m. and 3:30 p.m. (Pacific Time Zone), Monday through Friday, excluding Federal holidays. If the Government requires the contractor to perform work outside of the indicated hours, and the work is not a major outage, the hourly incremental overtime rates of one and one-half times shall apply. Work outside of indicated hours shall be approved by the COR prior to the start of the work and billed separately under the Premium ELIN.

5.13.3.2 Emergency maintenance shall be performed twenty-four hours a day, 7 days a week.

5.13.4 The contractor shall back-up system data for all the switching systems covered under maintenance to a removable storage device and stored at an offsite location.

5.13.5 A list of all installed San Diego circuit packs is included in Attachment D. San Diego Switch hardware layouts are included in Attachment E.

5.14 TECHNICAL DIRECTION LETTERS. The Government will issue Technical Direction Letters to the contractor's local San Diego office via fax or email, or in an emergency, via telephone. The Government will provide the contractor with a list of personnel authorized to report trouble repair requests to the contractor. The contractor shall repair all reported troubles within 2 business days unless requested, by the Government, to do so earlier. The contractor shall identify any charges for expedited repairs. Upon resolution of the trouble repair, the contractor shall submit an itemized report to the Government POC detailing the actions taken to resolve the trouble. The contractor shall provide the COR with a list of all closed Trouble Repairs on a daily basis.

5.15 The contractor shall replace and repair wires, circuits, equipment, or other Government property when pulled down, lost, or damaged by the contractor, at no additional cost to the Government.

5.16 OUTSIDE PLANT (OSP) CABLE –

5.16.1 Building outages: the contractor shall allow one Trouble Repair Ticket per building. The contractor shall receive, analyze, and dispatch cable trouble for repair. The contractor shall dispatch maintenance technicians on all legitimate trouble reports. Upon receipt of a Technical Direction Letter, the contractor shall advise the Government POC within 4 business hours, of their estimated onsite time. Under no circumstances shall the onsite response time be greater than 2 business days. Once on site, the contractor shall provide the COR or TA with an estimated cost to restore service within 8 hours.

5.16.2 Cable Jobs: Upon receipt of a TDL from the Navy for a cable job, the material shall be ordered. The contractor shall notify the Navy of the expected Material on Job (MOJ) date and the anticipated start of cable job.

5.16.3 In the event the contractor identifies that a section of cable is required to be replaced, the contractor shall provide the COR a list of the working services in the cable and estimated down time to complete the replacement. The contractor shall coordinate replacement activities with the Government POC.

5.17 The contractor shall notify the Navy within 3 days if circumstances preclude them from meeting the completion date identified in the JPROP or TDL (e.g. extensive engineering involved, environmental impact). Where the stated date cannot be met, the contractor shall provide within 3 days, a 30% Rough Order of Magnitude (ROM) quote and commit to a firm quote date which is mutually agreeable to both the Government and the contractor. Where field surveys or manhole details are needed, a contractor detailer shall be dispatched. The contractor shall provide the COR with one copy of the Redline Drawing and a quote on completing the project. When trenching or boring is required for cable installation/replacement, the contractor shall be responsible for underground location detection of existing utilities, including coordination with base facilities personnel. When the project is completed, the contractor shall post it on a permanent cable record.

5.18 MOVES, ADDS, AND CHANGES (MAC)

5.18.1 The COR will schedule MACs between 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding Government holidays. However, the Government may also require contractor to perform MACs outside of the normal working hours.

5.18.2 In the event wires, circuits, equipment, or other Government property is pulled down or damaged by the contractor, the contractor shall be responsible for repairs or replacements at no additional cost to the Government.

5.18.3 The contract shall ensure that the Navy has direct contact with the contractor during performance of work. The contractor shall provide a list of telephone numbers where technicians can be contacted. The contractor shall contact the Navy for any software changes that need to be implemented. Technicians are not to make any changes in the switch. The contractor shall provide the Navy with all cable changes made on all TDLs on a weekly basis.

5.19 The contractor shall provide administrative support. The Navy shall have 24/7/365 access via cell phone to a locally based Dedicated Field Service Manager here in San Diego. The Navy will need this person to be able to be on site within the hour to ascertain any situation that may arise immediately. This person shall be there to support any planning, systems installs, additions, moves, upgrades and preventative maintenance that may be needed. This person will also be in daily contact with the Navy to confirm all jobs are being met.

5.20 **INSTALLATION:** Implementations of these activities are scheduled between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding Government holidays. Spec items 201-206. The following required time-frames apply for installations:

Number of Stations Ordered on TDL	Completion time requirement
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1 – 2 Stations	5 Days
3 – 5 Stations	8 Days
6 – 10 Stations	10 Days
1 Circuit	5 Days
Trouble Repair	Within 2 business days

\*\* For installation of more than 10 Stations, delivery/completion time requirements will be negotiated per request.

5.20.1 The above required time frames are based on NORMAL workloads and subject to change based on workload conditions. Requests for service in less than the above stated timeframes may carry a premium charge if overtime is required to meet the requested service date.

5.20.2 Installation activities outside the normal business hours at the Navy’s request may be subject to premium charges if overtime is required to comply with the request only as authorized in advance by the COR.

TABLE 3

<b>FY2014 CATS SAN DIEGO MAINTENANCE CONTRACT</b>		
<b>SPEC ITEM</b>	<b>ELIN NAME</b>	<b>PERFORMANCE REQUIREMENTS</b>
100	MONTHLY MAINTENANCE SERVICES (MMS)	
101	Maintain AVAYA's proprietary right to use (RTU) Software	<p>Contractor obtains, provides, and maintains RTU licenses for the contractor and the Government starting on the first day of contract performance, remaining intact and in force throughout the life of this contract for all systems shown on Attachment A even as systems may be added or deleted during the life of the contract.</p> <p>Avaya’s Maintenance Software Permissions (MSPs), Avaya’s proprietary Right-to-Use (RTU) maintenance software, gives the customer the maintenance capabilities they need to respond to some alarms, and aids in trouble isolation procedures. Authorized Partners, through the use of the DADMIN login, maintain customer’s switches and respond to customers’ troubles.</p>
102	24/7 REMOTE ALARM MONITORING (Contractor NOC)	<p>24/7/365 monitoring and management of system alarms. All locations except for #10 and #22 (see Table 1) are monitored 24/7/365 via contractor NOC --including severity alarm codes (level of severity). Major alarms are reported within 15 minutes to Government POC during normal working hours, and within 60 minutes during non-working hours. Report submitted to Government representative includes outage details, cause, and corrective actions taken/needed to be taken to resolve the problem, including status updates of problem resolution.</p>

103	MAINTAIN G3 DEFINITY SWITCH at NAVAL HOSPITAL [INCLUDING REMOTE EPN'S AT CLAIREMONT (neighborhood of San Diego), SANTEE AND CHULA VISTA]	The contractor shall provide maintenance service that includes preventive maintenance and remedial maintenance required by system when under normal operating conditions 24/7/365. Includes all effort needed to maintain the system including parts, material, labor, etc.
104	MAINTAIN NAVHOSP PATIENT SWITCH at Naval Hospital	The contractor shall provide maintenance service that includes preventive maintenance and remedial maintenance required by system when under normal operating conditions 24/7/365. Includes all effort needed to maintain the system including parts, material, labor, etc
105	MAINTAIN VOICE MAIL SYSTEM at Naval Medical Center San Diego Modular Messaging System	The contractor shall provide maintenance service that includes preventive maintenance and remedial maintenance required by system when under normal operating conditions 24/7/365. Includes all effort needed to maintain the system including parts, material, labor, etc
106	MAINTAIN INTUITY VOICE MAIL SYSTEM at SPA Intuity Voice Mail (OTC)	The contractor shall provide maintenance service that includes preventive maintenance and remedial maintenance required by system when under normal operating conditions 24/7/365. Includes all effort needed to maintain the system including parts, material, labor, etc
107	MAINTAIN INTUITY VOICE MAIL SYSTEM at Fleet Logistics Center San Diego-- FLCS (formerly FISC ) Broadway Compound	The contractor shall provide maintenance service that includes preventive maintenance and remedial maintenance required by system when under normal operating conditions 24/7/365. Includes all effort needed to maintain the system including parts, material, labor, etc
108	MAINTAIN INTUITY VOICE MAIL SYSTEM at SPAWAR Point Loma	The contractor shall provide maintenance service that includes preventive maintenance and remedial maintenance required by system when under normal operating conditions 24/7/365. Includes all effort needed to maintain the system including parts, material, labor, etc
109	NCTS DEDICATED TECHNICIAN SERVICES	<p>Dedicated NCTS technicians independently perform difficult and complex tasks including: installations of software and hardware; conducting site surveys; performing maintenance, diagnoses, and repair of telecommunications equipment. Dedicated NCTS technicians work in secure spaces.</p> <p>In addition to regularly scheduled work, dedicated NCTS technicians respond to and complete work requests within normal working hours, and is on site for work requests within 60 minutes of notification.</p> <p>Secret Clearance Required</p> <p>OEM trained/certified for telecommunications network systems equipment. Services are performed at a specific location. Holds Secret Clearance. Demonstrated experience in: independently performing operation/installation/repair/maintenance/ troubleshooting/etc. for digital switching systems (AVAYA telecommunications network</p>

		<p>systems equipment and other Government owned equipment shown in Attachment A).</p> <p><b>7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY, EVERY WEEK OF THE YEAR</b></p>
<p>110</p>	<p>PT LOMA DEDICATED TECHNICIAN SERVICES</p>	<p>Dedicated Pt Loma technicians independently perform difficult and complex tasks including: installations of software and hardware; conducting site surveys; performance of maintenance, diagnoses, and repair of a variety of telecommunications equipment including digital switching systems; monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Maintains PBX/systems and associated hardware.</p> <p>The dedicated Pt Loma technician shall be on site within 60 minutes of notification and shall immediately assess the problem. The dedicated Pt Loma technician provides and supports planning; systems installs; additions; moves; upgrades; and preventative &amp; remedial maintenance. The dedicated Pt Loma technician ensures all jobs are on schedule and completed, and communicates the status of all jobs on a daily basis to the COR. See the PWS and attachments.</p> <p>Secret clearance required.</p> <p>OEM trained/certified for telecommunications network systems equipment. Services are performed at a specific location. Holds Secret Clearance. Demonstrated experience in: independently performing operation/installation/repair/maintenance/ troubleshooting/etc. for digital switching systems (AVAYA telecommunications network systems equipment and other Government owned equipment shown in Attachment A).</p> <p><b>7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY, EVERY WEEK OF THE YEAR</b></p>
<p>111</p>	<p>OTC DEDICATED TECHNICIAN SERVICES</p>	<p>Dedicated OTC technicians independently perform difficult and complex installations of software and hardware, conduct site surveys, maintenance, diagnoses, and repair of a variety of telecommunications equipment including digital switching systems; monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Maintains PBX/systems and associated hardware.</p>

		<p>The technician shall be on site within 60 minutes of notification and shall immediately assess the problem. Provides and supports planning, systems installs, additions, moves, upgrades and preventative &amp; remedial maintenance that may be needed. Ensures all jobs are on schedule and completed and shall communicate the status of all jobs on a daily basis with the COR. Also see the PWS and all the attachments.</p> <p>Secret clearance required.</p> <p>OEM trained/certified for telecommunications network systems equipment. Services are performed at a specific location. Holds Secret Clearance. Demonstrated experience in: independently performing operation/installation/repair/maintenance/ troubleshooting/etc. for digital switching systems (AVAYA telecommunications network systems equipment and other Government owned equipment shown in Attachment A).</p> <p><b>7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY, EVERY WEEK OF THE YEAR</b></p>
<p>112</p>	<p>NAVHOSP SWITCH DEDICATED TECHNICIAN SERVICES</p>	<p>Dedicated NAVHOSP Switch technicians independently perform difficult and complex installations of software and hardware, conduct site surveys, maintenance, diagnoses, and repair of a variety of telecommunications equipment including digital switching systems; monitors and responds to complex technical control facility hardware and software problems. Interfaces with vendor support service groups to ensure proper escalation during outages or periods of degraded system performance. Maintains PBX/systems and associated hardware.</p> <p>The technician shall be on site within 60 minutes of notification and shall immediately assess the problem. Provides and supports planning, systems installs, additions, moves, upgrades and preventative &amp; remedial maintenance that may be needed. Ensures all jobs are on schedule and completed and shall communicate the status of all jobs on a daily basis with the COR. Also see the PWS and all the attachments.</p> <p>Secret clearance required.</p> <p>OEM trained/certified for telecommunications network systems equipment. Services are performed at a specific location. Holds Secret Clearance. Demonstrated experience in: independently performing operation/installation/repair/maintenance/ troubleshooting/etc. for digital switching systems (AVAYA telecommunications network systems equipment and other Government owned equipment shown in Attachment A).</p> <p><b>7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY, EVERY WEEK OF THE YEAR</b></p>

113	NCTS DEDICATED NETWORK ADMINISTRATION	<p>Dedicated NCTS Network Administrators (two) full-time, on-site qualified network administrators/ engineers design and implement system software to perform at maximum effectiveness. The Software Specialist is the liaison between the contractor and the client to achieve a sound and solid software database. Also see the PWS and all the attachments.</p> <p>Secret clearance required.</p> <p>OEM Certified Software Specialist or OEM Certified Software Engineer. Holds Secret Clearance. Demonstrated experience in: independently performing system designs; implementing system software to ensure system performs with maximum effectiveness; working within secure facilities, liaising between contractor, software licensor, software licensee and customer in order to achieve a valid, sound, and fully functioning solid-software database.</p> <p>Certified to design and implement the system software (AVAYA and other systems identified in attachments) to perform with maximum effectiveness. Ensures a sound and solid software database is achieved and maintained.</p> <p><b>7:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY, EVERY WEEK OF THE YEAR</b></p>
200	STANDARD COMMERCIAL MAINTENANCE TASKS (SMT) FOR TELEPHONIC SYSTEM MAINTENANCE	
201	DISCONNECT	<p>Remove service from the PBX or LEC F1 to the service jack. Include PBX analog and digital lines, 1MB lines, ISDN lines, residential lines, 2-wire and 4-wire circuits (on-base and off-base circuits). Include the removal of all cross-connects between the PBX or LEC F1 to the service jack. One unit per PBX line, 1MB line, ISDN line, residential line or circuit.</p>
202	CHANGE SET TO DIFFERENT TYPE (PROVIDED BY NAVY)	<p>Swing jumper to correct port at the MDF. Includes testing and all cross-connects required to provide service. NCTS shall perform any software changes in switch. One unit per set.</p>
203	NEW WIRE RUN AND JACK	<p>Install service from the PBX or LEC F1 to the service jack. Include PBX analog and digital lines, 1MB lines, ISDN lines, residential lines, 2-wire and 4-wire circuits (on-base and off-base circuits). Include all cross-connects required to provide service; F1 cross-connects, MDF to 1.1, remote cross-connects, 1.1 to jack. Include testing, wire and jack</p>

		and any miscellaneous material required to provide service. One unit per PBX line, 1MB line, ISDN line, residential line, or circuit.
204	RE-USE WIRE AND JACK	Install service from the PBX or LEC F1 to the customer's existing wire and jack. Includes PBX analog and digital lines, 1MB lines, ISDN lines, residential lines, 2-wire circuits and 4-wire circuits (on-base and off-base circuits). Includes testing and all cross-connects required to provide service; F1 cross-connects, MDF to 1.1, remote cross-connects, 1.1 to jack. One unit per PBX line, 1MB line, ISDN line, residential line or circuit.
205	CROSS-CONNECTS AND TAG	Install service from the PBX or LEC F1 to the building terminal or pier. Includes PBX analog and digital lines, 1MB lines, ISDN lines, residential lines, 2-wire and 4-wire circuits (on-base and off-base circuits), includes testing and tagging and all cross-connects required to provide service; F1 cross-connects, MDF to 1.1, remote cross-connects. No jack. One unit per 1MB line, ISDN line, residential line or circuit.
206	INSTALL HIGH SPEED CIRCUIT	Install high speed circuit; LEC circuit or on-base campus circuit. Include all point-to-point cross-connects required to provide service; F1 cross-connects, MDF to 1.1, remote cross-connects, 1.1 to jack. Include installation of customer provided pair gain equipment and end to end testing. One unit per circuit.
207	DISCONNECT HIGH SPEED CIRCUIT	The removal of a high speed circuit at MPOE, remove all cross-connects between the MPOE/ PBX to the 1.1. If pair gain is involved, technician shall recover equipment at customer site and at switch room. One unit per circuit.
300	STANDARD COMMERCIAL SERVICES FOR TELEPHONIC SYSTEM MAINTENANCE -- SERVICES (SCSS)	

301	MAINTAIN SWITCHES/MAINTAIN VOICE MAIL SYSTEMS	<p>Monitor systems and resolve complex technical control facility hardware and software problems. Interface with vendor support service groups and ensure proper escalation of problems during outages or periods of degraded system performance ensure fastest possible return of service.</p> <p>Maintain PBX/systems and associated hardware.</p>
303	ENGINEERING SERVICES	<p>Engineer, design, install and test T1 and HDSL circuits and related equipment. Engineering, design, and installation of T1 and HDSL circuits including testing and procuring related equipment.</p> <p>Engineer, furnish and install line conditioning on voice grade circuits, radio circuits, and 56K digital circuits to either add or reduce gain-on circuits between the Minimum Point Of Entry (MPOE) and the terminating location on base.</p> <p>Repair and other services not related to switches, e.g. wire runs, T-1s, data circuits, etc.</p> <p>Analyze routine equipment problems and makes field corrections, interface with and supply technical assistance to customers, advise customer of proper equipment operation and basic maintenance procedures, and complete service reports.</p> <p>OEM trained and Certified Project Engineer. Holds Secret Clearance. Experienced in: Managing outside plant engineering projects; performing engineering design evaluations; ensuring schedules are met and projects are completed within budget and time; developing, implementing, and monitoring systems policies; ensuring data accuracy, data security; and regulatory compliance.</p>
304	PREMIUM	<p>Premium paid when Government requires installations/moves/adds/changes be accomplished outside of normal working hours. Applied as 50% of labor hour or unit price for hours worked outside normal working hours.</p> <p>PREMIUM TIME SPREADSHEET. Contractor shall provide a separate spreadsheet for all premium time paid under this contract. The spreadsheet for the current month submitted with invoice reconciliation documentation, shall identify all premium time by identifying the original ELIN against which the premium time is added, showing quantity, price, date, location and TDL number. A summary shall also be included, showing cumulative invoiced amounts by ELIN name and location by month and by year.</p>
305	MAINT OF OUTSIDE PLANT CABLE COMMUNICATION--TECHNICIAN	<p>Performs site surveys to obtain data on the site of the work, equipment, and material required for the job. Prepares documentation of the result of the site survey (report). Uses as-built drawings, administrative</p>

		<p>documentation and equipment data in preparation of site survey report.</p> <p>Installs and maintains outside plant (OSP) copper and fiber optic facilities and associated OSP telecommunications equipment. Installs direct buried cable and other materials using plowing, digging and trenching equipment. Installs demarcation devices at customer premises. Locates buried copper and fiber optic cabling.</p> <p>Certified Avaya Technician. Holds Secret Clearance. Experienced in: performing AVAYA installations, troubleshooting, and repairs; maintaining Avaya and other telecommunications systems and associated peripheral equipment, analyzing routine Avaya and other equipment problems, making field corrections; interfacing with customers and providing technical assistance; teaching customers proper equipment operation and basic maintenance procedures; and completing service reports.</p>
306	TECHNICAL SUPPORT MANAGER	<p>Provides technical guidance for planning, directing, and monitoring of information systems operations. Plans and recommends modifications or additional equipment to increase the capacity of the system. Prepares operational cost estimates for current and proposed projects.</p> <p>OEM trained and Certified Technical Support Manager. Holds Secret Clearance. Demonstrated experience in: Providing technical guidance for planning, directing, and monitoring information systems operations; planning and recommending modifications or additional equipment to increase the capacity of the system; preparing operational cost estimates for proposed projects and modification of on-going projects.</p>
307	MAINT OF OUTSIDE PLANT CABLE LABORER	<p>Assist Installers and Technicians in the physical installation, termination and testing of voice/data cabling and optical fiber cabling under supervision.</p>
308	CAD OPERATOR/ DRAFTSMAN	<p>Prepares engineering drawings using computer based drawing programs (AutoCAD)</p> <p>Certified CAD Operator and Draftsman. Experienced in: using blueprints and drawings; developing engineering drawings using computer based drawing programs (including AutoCAD) for various types of work, e.g. architectural, civil, landscaping. Capable of creating drawings given dimensions/specifications and creating redline drawings given existing drawings and new work dimensions/specifications; has thorough working knowledge of blueprints and drawings.</p>
309	PROJECT ENGINEER I	<p>Manages outside plant engineering projects. Performs engineering</p>

		design evaluations and ensures projects are complete, on time and on budget. Develops, implements, and monitors systems policies and controls to ensure data accuracy, security, and regulatory compliance.
400	STANDARD COMMERCIAL MATERIAL AND EQUIPMENT FOR TELEPHONIC SYSTEM MAINTENANCE (SCME)	Equipment and operator/s. Includes all operating expenses and all transportation expenses. Contractor obtains applicable locality and base permissions for transporting equipment and bringing equipment onto Government property. Contractor obtains and maintains all applicable certifications of equipment, insurance, etc. in a 'current' status.
500	MATERIAL IN SUPPORT OF STANDARD COMMERCIAL EQUIPMENT AND SERVICES FOR TELEPHONIC SYSTEM MAINTENANCE -- [T&M MATERIAL (SCSM)]	Material and equipment not included within any other spec item.  MATERIALS SPREADSHEET -- Contractor shall provide a spreadsheet for all materials covered under SCSM. The spreadsheet for the current month submitted with invoice reconciliation documentation, shall identify all material by name showing quantity, price, date, location and TDL number. A summary shall also be included, showing cumulative invoiced amounts by material name and location by month and by year.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2016 TO 30-SEP-2017	N/A	N/A FOB: Destination	
0006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0007	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0008	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0009	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0010	POP 01-OCT-2017 TO 30-SEP-2018	N/A	N/A FOB: Destination	
0011	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0012	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0013	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0014	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0015	POP 01-OCT-2018 TO 30-SEP-2019	N/A	N/A FOB: Destination	

ADMINISTRATIVE INFORMATION

CONTRACTING OFFICE POC

Contract Specialist:

Ryan Brown

Phone 619-556-6436

Email: ryan.m.brown6@navy.mil

OTHER GOVERNMENT POINTS OF CONTACT

Contracting Officers Representative

Phone:

Email:

CONTRACTOR POINT OF CONTACT:

POC:

Phone:

Email:

METHOD OF INVOICING: Invoices for materials/services rendered shall be submitted electronically through Wide Area Work Flow (WAWF) IAW DFARS 252.232-7003. DO NOT SEND INVOICES TO THE NAVSUP FLC SAN DIEGO CONTRACTING DEPARTMENT

\*\*\*NOTE\*\*\*

Partial payment for deliveries of material are hereby authorized upon complete inspection and acceptance by the Government for the partial delivery of material specified under this purchase order.

SALES TAX EXEMPTION: The Contractor is hereby advised that the United States Government and Agencies are exempt from State and Local Government Tax by virtue of Article 6 of the United States Constitution. No exemption certificate is required.

POST-AWARD CONTRACT ADMINISTRATION CONFERENCE

The contractor shall attend a Post-Award Conference to be scheduled by the Government within ten (10) business days after contract award. All key participants (both Government and contractor) shall attend.

MANAGEMENT MEETINGS AND REVIEWS

The contractor shall also support biannual program management reviews. Reviews will consist of a discussion of contract and TDL status for the applicable period and any issues related to the contract and/or TDLs.

SPECIAL RESPONSIBILITY REQUIREMENTS

a. The contractor shall provide the following documentation when requested by the Contracting Officer:

- (1) Documentation of the contractor's NOC, history, location, capabilities, etc.
- (2) Documentation of the contractor's SECRET Facility Clearance
- (3) Documentation of the contractor's Avaya certified technicians
- (4) Documentation of the contractor's Avaya certified technicians' SECRET Clearance
- (5) Documentation of the contractor's Platinum Partnership with Avaya

LIABILITY INSURANCE LIMITS

Pursuant to the terms of the clause FAR 52.228-5, Insurance--Work on a Government Installation, following are the kinds and minimum amounts of insurance required:

- General liability: bodily injury liability insurance coverage written on the comprehensive form of policy--\$500,000 per occurrence.

-Automobile liability insurance written on the comprehensive form of policy for bodily injury and property damage liability covering the operation of all automobiles operated in the United States and used in connection with performing the contract--\$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

-Aircraft public and passenger liability when aircraft are used in connection with performing the contract--\$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be \$200,000 multiplied by the number of seats or passengers, whichever is greater.

#### INVOICING - ADD'L INSTRUCTIONS

#### **RECONCILIATION SPREADSHEET – Reconciliation and approval required prior to submission of invoice to WAWF**

1. A list of all completed Technical Direction Letters under this contract shall be submitted on a monthly basis (on excel spreadsheet) to the COR for reconciliation. Upon acknowledgement from the COR that the amount submitted has been reconciled the contractor shall submit an invoice via Wide Area Work Flow (WAWF) for the amount identified in the reconciliation. The contractor shall provide an excel spreadsheet to the COR for use in reconciliation of the services with TDLs. The spreadsheet shall be in the format shown in Attachment F listing all completed work with itemized deliverables, quantities, TDL Number, completion dates and work totals to the COR prior to invoicing. Notwithstanding any other invoice clause in this contract, the COR's reconciliation shall include validation and verification of all T&M material, T&M labor, monthly services and licenses, fixed price tasks, and fixed price labor hours –including quantities, within 10 working days of submission of invoice to the COR. Upon receipt of the COR's acceptance of TDL invoiced amounts, contractor may submit an invoice via Wide Area Work Flow (WAWF). Invoices submitted to the COR shall include ELIN details, TDL details, the excel spreadsheet, documentation of actual cost of materials, and a summary to include the CLIN level invoice amounts. The invoice submitted to the COR includes the Excel spreadsheet and allows the COR to review pricing at the unit level, quantity of units used for each of the TDLs, and review all material costs with actual material receipts. The invoice submitted to the COR is in more detail than the invoice submitted via WAWF. The WAWF submitted invoice will include the CLIN for the FFP Monthly Maintenance Services in addition to work ordered on TDLs.

**NOTE: Invoices shall be submitted via WAWF at the CLIN level only (do not invoice at the ELIN level via WAWF)—after receipt of invoice reconciliation for TDLs.**

2. See FAR 52.212-4 Alternate I Payment Clause

3. All labor hours performed--under labor hour ELINs under the prime contract, that meet the requirements of a labor category or categories of the prime contract are to be paid at the fixed rate set in the prime contract, regardless of whether the labor hours are performed by the prime contractor or by a subcontractor (FAR 16.601(a)). Labor hours performed by a subcontractor are not "materials" and they cannot be reimbursed at actual cost. Most subcontractor labor hours are defined as "hourly rate" rather than "materials." The exception is subcontracts for supplies and incidental services for which there is not a labor category specified in the contract. Such supplies and incidental services are included in the definition of "materials" and reimbursed at actual cost (16.601(a)). Invoices submitted to the COR shall include documentation of "actual cost" such as vendor receipts for all material. See Clause FAR 52.212-4 ALT I herein.

4. This contract requires a single rate for each labor category

5. MATERIALS SPREADSHEET. Contractor shall provide a separate spreadsheet for all materials covered under SCSM. The spreadsheet for the current month submitted with invoice documentation, shall identify all material by name showing quantity, price, date, location and TDL number. A summary shall also be included, showing cumulative invoiced amounts by material name and location by month and by year.

6. PREMIUM TIME SPREADSHEET. Contractor shall provide a separate spreadsheet for all premium time paid under this contract. The spreadsheet for the current month submitted with invoice documentation, shall identify all premium time by identifying the original ELIN against which the premium time is added, showing quantity, price, date, location and TDL number. A summary shall also be included, showing cumulative invoiced amounts by ELIN name and location by month and by year.

#### MATERIALS -- ADD'L INFORMATION

“Materials,” as defined at FAR 52.212-4 (commercial items) and FAR 52.232-7 (noncommercial items), include direct material (including supplies transferred between divisions, subsidiaries, or affiliates under common control), subcontracts for supplies and incidental services for which there is not a labor category specified in the contract, other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage, etc.), and applicable indirect costs.

If the contractor furnishes materials owned by it/from its own stores that meet the definition of a commercial item, the price to be paid for such materials shall not exceed the contractor’s established catalog or market price. All other materials are reimbursed based on the contractor’s actual cost under a Materials ELIN. **Fee or profit cannot be paid on materials.**

MATERIALS SPREADSHEET -- Contractor shall provide a separate spreadsheet for all materials covered under SCSM. The spreadsheet for the current month submitted with invoice documentation, shall identify all material by name showing quantity, price, date, location and TDL number. A summary shall also be included, showing cumulative invoiced amounts by material name and location by month and by year.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit

price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (APR 2016) Alternate I	OCT 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation.	JUL 2012
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Modifications-Canadian Commercial Corporation.	OCT 2013
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (OCT 2015)	OCT 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	JUN 2005
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	AUG 2015
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 2015) ALTERNATE I (MAY 2014)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. \_\_\_\_ (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: \_\_\_\_ (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: \_\_\_\_ (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert “None” if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert ‘None’.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: \_\_\_\_ (Insert a fixed amount for the indirect costs and payment schedule. Insert “\$0” if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’).

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will aSAMue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously aSAMued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the

date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database;

(B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi)   X   (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract

expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend any time prior to contract expiration. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC (MAR 2016)  
(DEVIATION 2013-O0014) (OCT 2014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* “Summary Subcontract Report (SSR) Coordinator,” as used in this clause, means the individual at the department or agency level who is registered in the Electronic Subcontracting Reporting System (eSRS) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor’s individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor’s individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (“Agency to which the report is being submitted”) by selecting the “Department of Defense (DoD) (9700)” from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

**5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

**APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

**ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

**ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information

Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

## **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

#### **5252.242-9402 TECHNICAL DIRECTION (Jan 1992)**

- (a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).
- (b) Each TDL shall be in writing and shall include, as a minimum, the following information:
  - (1) Date of TDL;
  - (2) Contract and TDL number;
  - (3) Reference to the relevant section or item in the statement of work;
  - (4) Signature or COR
- (c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.
- (d) When in the opinion of the Contractor a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and Contracting Officer thereof in writing within two working days of having received the technical direction in question. The Contractor shall under take no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.
- (e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the COR within two working days of its issuance.
- (f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by \_\_\_\_\_\*\_\_\_\_\_ in emergencies; oral amendments shall be

confirmed in writing within two working days from the time of the oral communication amending the TDL by a TDL modification.

- (g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

(End of Clause)

#### **5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME:

ADDRESS:

TELEPHONE:

(End of Clause)

#### **REVIEW OF AGENCY PROTESTS**

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FLCSD is the Director, Regional Contracts Department, Fleet Logistics Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

## UNIT PRICES (OCT 2001)

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

## CONTRACT ADMINISTRATION PLAN

### CONTRACT ADMINISTRATION PLAN (CAP) FOR TIME AND MATERIAL CONTRACT

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:
  - a. Technical Interface
    - (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
    - (2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.
  - b. Contract Surveillance
    - (1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of

the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(5) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

#### c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

#### d. Contract Modifications.

(1) The COR is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Contracting Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's technical proposal and furnish comments and recommendations to the Contracting Officer, as appropriate.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports, if applicable, for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices for the appropriate mix of types and quantities of labor and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any

interface between the TA and contractor.

### SECURITY REQUIREMENTS

1 The contractor shall have a Facility Clearance; approximately 30% of all locations require that all technicians (all personnel) have a security clearance of at least SECRET level. DD Form 254 must be filled out and signed by the NCTS Security Office. Approximately 30% of all locations require the technician to hold a secret clearance to work in the space.

2 The contractor is responsible for all charges associated with base access, badges. The contractor shall obtain base access in accordance with the Navy Commercial Access Control System (which provides background checks and periodic reviews). Contractor shall obtain base access to ensure every contractor employee is on site no later than the required time. Contractor shall be liable for late arrivals.

3 Information associated with the CATS San Diego network, the BTS at NAS Lemoore and NBVC Port Hueneme, Point Mugu and San Nicholas Island, NWS Seal Beach, NWS Seal Beach Det. Fallbrook and Naval Air Facility El Centro is intended solely for the use of parties who provide maintenance and operational support to NCTS San Diego. Such proprietary information may not be used, reported, or disclosed to any other parties without the expressed written permission of NCTS San Diego.

4 Contractor employees shall not be authorized access to secure spaces without proper security clearances. The contractor shall be responsible for obtaining security clearance to the level of SECRET for proper accomplishment of contract requirements. Contractor employees whose clearance has been suspended or revoked shall immediately be denied access to secure spaces.

5 Contractor inability to obtain and/or maintain proper facility clearance and employee security clearance shall not constitute an excusable delay in contract performance.

6 Contractor shall ensure all personnel comply with DoD, DON, and base security regulations.

### 52.212-1 INSTRUCTIONS TO OFFER

#### Section L - Instructions, Conditions and Notices to Bidders

#### **1.0 GENERAL INSTRUCTIONS:**

1.1 This solicitation is issued for unrestricted full and open competition.

1.2 This solicitation/request for proposal (RFP) is for a Time and Macerals (T&M) firm fixed price (FFP) hybrid contract. The nature of this solicitation requirement is for specified support services to provide maintenance, repair and install of NCTS. This is a Lowest Price Technically Acceptable (LPTA) procurement, i.e., the offer which is found to be technically acceptable with the lowest price will represent the best value to the Government, and will be selected for award. The contract performance will be one-year base period with four one-year option periods.

1.3 Questions regarding this procurement must be submitted through email to the contract specialist at ryan.brown@navy.mil. All questions submitted shall include the solicitation number in the subject line. Other methods of question submittal will not be acknowledged. The Government will make every attempt to answer all questions in a timely manner; however, questions submitted within 7 days of the posted closing date may not allow ample time to respond and offerors cannot be guaranteed a response. All questions and answers will be posted for viewing by all potential offerors.

**2.0 PROPOSAL FORMAT AND CONTENT**

- 2.1 Offerors shall submit proposals in the following format:
  - 2.1.1 Volume I – Offer
  - 2.1.2 Volume II – Technical Capability
  - 2.1.3 Volume III – Past Performance
  - 2.1.5 Volume IV – Small Business Subcontracting Plan
  - 2.1.5 Volume V – Price

Volume Name	*Number of Copies	Page Limit
Volume I – Offer **	(1) Hard Copy	Unlimited
Volume II – Technical***	(3) Hard Copies	(30) pages exclusive of resumes, letter of intents, table of contents, and table of figures.
Volume III- Past Performance***	(3) Hard Copies	2 Pages exclusive of Offerors Past Performance Data –Attachment 1
Volume IV- Small Business Subcontracting Plan	(1) Hard Copies	Unlimited
Volume V- Price	(1) Hard Copy	Unlimited

\*NOTE: Hard copy is in addition to the electronic copy provided via the email and shall be mailed to:

NAVSUP Fleet Logistics Center San Diego (FLCSD)  
 Regional Contracts Department, Code 230  
 ATTN: Ryan Brown, Phone #: (619) 556-6436  
 3985 Cummings Road, Bldg 116, 3rd Floor  
 San Diego, CA 92136-4200

\*\*This includes a filled out and signed copy of the original solicitation document and all amendments.  
 \*\*\* Volumes II and III shall not contain any price or cost information.

2.2 Soft copies are to be submitted via CD/DVD. Documents shall be submitted in Adobe PDF, Microsoft Word, or Excel format. Zip files are not allowed. Any other formats may not be accessed and may be determined as mishandled. All CD/DVDs shall be labeled offeror name, DUNS number and Solicitation number. All offers must be received by the date specified in the RFP. This posted closing date and time applies to all hard copy and soft copy submissions, as well as to all parts of the proposal which are to be considered for award.

2.3 Proposals must be legible, single-spaced typewritten (on one side only) in font size “12 characters per inch”, and the paper size is 8 ½ x 11 inches. The font size used for graphics, charts and tables (only) may be 10 points or larger to facilitate a better understanding of the depiction, and must conform to not less than 1 inch margins. Tables, charts, and graphic depictions may be single spaced but limited to data and reference material presentation only, not textual explanations. Foldout charts or diagrams may be used within the aforementioned restrictions/page limitations. Each eight and a half by eleven foldout page will be counted as one page per side of the foldout printed on. Should a foldout be larger than a page it will be counted as a page for each 8 ½ “ x 11 of area used per side. Charts or diagrams provided in foldout format must be capable of being evaluated without removal from the proposal volume. Page numbers may fall within the 1-inch margin.

2.4 All pages in each volume (hard or soft copies) shall be numbered sequentially (e.g., 1 through 30 for Volume II); pages identified in table 2.1.4 above that are not included in the specified page limitation may be numbered differently or not at all. The Government will only evaluate that part of the proposal that complies with the instructions set forth herein. For example, if an offeror submits 32 pages of technical information in Volume II, the last two pages will not be read and/or evaluated.

2.5 Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable. The Government intends to award a contract without discussions as authorized by FAR 52.215-1. Any exception to the Government’s technical requirements/specifications must be resolved prior to the solicitation closing date. Offerors that take exception to the Government’s technical requirements without prior resolution with the Contracting Officer will not be considered for award. Alternate proposals are not authorized and will be rejected.

2.6 Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in the competitive range, if necessary, and to permit such offerors to revise their proposals. The Government also reserves the right to change any of the terms and conditions of the RFP by Amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 52.215-1.

2.7 The proposal must convey evidence the offeror understands all RFP and PWS requirements and their interrelationships. It must demonstrate the Offeror’s familiarity with the detailed aspects of the requirements, and clearly show that the offeror correctly interpreted all of the requirements. Offerors are cautioned against restating PWS requirements in their proposal, particularly with regard to technical requirements; and must state how all RFP and PWS requirements will be met. Proposals that merely state "the offeror understands" and "the offeror shall/can comply", (along with reference or industry references) will not be considered sufficient to demonstrate the offeror’s understanding of the requirement.

### **3.0 Volume II – Technical Proposal**

3.1 Volume II of the proposal is the Technical Volume and is comprised of Factor I and four Sub-factors. No cost or pricing information shall be included in any part of the Technical Volume. The technical section of Volume II shall be divided into three clearly labeled sections, correlating to the three sub-factors, in order. The four sub-factors are in descending order of importance and shall be used to establish the overall rating given to Factor I Technical Capability. An unacceptable rating in any sub-factor may render the entire proposal ineligible for award. Offerors shall ensure that each sub-factor section clearly addresses the descriptions below.

#### **3.3 Sub-factor (1) Technical Approach**

3.3.1 The technical proposal shall provide, in detail, an approach that will successfully demonstrate its understanding and plan to complete the requirements of the solicitation. Offerors are cautioned not to repeat portions of the PWS but to actually provide narratives, charts, and other like documentation demonstrating its technical capability to perform.

3.3.2 The proposal shall outline the anticipated approach and its suitability for region wide support for onsite and offsite maintenance, repair and installation for all PWS tasks.

3.3.3 The proposal shall detail the anticipated approach to provide updates, patches repairs and installations of all Avaya operating systems, applications, software and services running on NCTS systems, PWS.

3.3.4 The offeror shall provide documentation that demonstrates it maintains a security clearance at the level specified in the attached DD254 and suitable approach for maintaining this clearance through the period of performance.

3.4 Sub-factor (2) Management Plan:

3.4.1 The technical proposal shall contain a management plan that incorporates and demonstrates the offeror's ability to meet technical performance objectives. The plan shall outline the management structure to address the various elements of the PWS, the proposed technical approach and staffing plan. The plan must identify the management controls that will be put in place to assure quality and schedule accountability.

3.4.2 The proposal shall contain the offeror's approach to quality management and associated metrics gathering and reporting procedures and propose policies/procedures for managing and directing the effort. The Offeror shall discuss a process for early identification and resolution of problems. Proposal shall address management and administrative organization. Organization/functional charts are to be used to illustrate lines of management responsibility. There must be clear identification of the chain of command and the liaison with Government.

3.4.3 The proposal shall describe the offeror's proposed phase-in plan and the support required to implement the plan. The phase-in plan shall include phase-in schedule and amount of time required from notification of contract award, to fully meet PWS requirements, to include significant activity, and hiring and training of required staff. The offeror shall propose its unique capabilities and their impact on the phase-in schedule. Offeror shall identify planned and/or recommended actions, which will minimize disruption during the phase-in period, and what, if any, degradation or interruption of services the offeror deems are unavoidable. The offeror shall identify any items, processes, or functions that cannot be completed within the proposed phase-in period, and the potential impacts to operations (if any).

3.5 Sub-factor (3) Staffing Plan:

3.5.1 The offeror must describe its plan to meet proper staffing requirements to meet all the requirements outlined in PWS. The successful offeror shall be fully staffed with secret security clearance upon award to meet performance objectives of the PWS.

**4.0 Volume III - Past Performance**

4.1 Past Performance shall be evaluated based on the submission of past performance data supplied by the offeror's reference/s, the Government's verification of that data (including information supplied

separately by previous customers), and review of any other pertinent information. Offerors shall contact their past performance references and request that each reference complete the "Offeror's Past Performance Data" (OPPD) – Attachment 1.

4.2 Completed OPPDs shall be submitted by email directly to ryan.brown@navy.mil no later than the closing date of this solicitation. The subject line of the emailed OPPD must read "SOLICITATION N00244-16-R-0025 OPPD". Offerors may submit up to three (3) OPPDs as the prime offeror; subcontractors may submit up to two (2) OPPDs.

4.3 In addition to the OPPD, offeror's shall include in Volume III a one to two page document listing all potential references. Information to be provided is reference name, address, phone number, email address, and any other identifying information with respect to the OPPD such as Contract Number or type of work provided.

4.4 The Government shall evaluate the offeror's past performance on similar or directly-related work performed within the past three years which is similar in scope, magnitude, and complexity to that detailed in the Performance Work Statement. Past Performance shall be evaluated based on relevance and confidence (in terms of timeliness, quality, cost control, and customer satisfaction as indicated by the questionnaire). Past Performance references may include federal, state, or local Government and private contracts performed by the offeror that were similar in nature for this effort being evaluated.

4.5 Offerors may submit past performance information regarding the following: predecessor companies, key personnel who have relevant experience and subcontractors that will perform major aspects of the requirement.

4.6 Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this solicitation. Relevant past performance will be evaluated and receive scores in consonance with the evaluation scheme set forth in the RFP.

4.7 If the offeror possesses no relevant past performance, it must affirmatively state this fact in the Volume III submittal. Failure to submit OPPDs shall be considered certification that the offeror has no past performance in relevant services for the Government to evaluate.

## **5.0 Volume IV– Small Business Subcontracting Plan**

5.1 All large business (non-profits are large businesses) offerors are required to furnish a subcontracting plan as required by FAR 52.219-9. Small business offerors may elect, but are not required, to provide a subcontracting plan. Subcontracting goals expressed in the plan will be incorporated and become part of any resultant contract. Of the total contract value, the small business subcontracting plan has a desired goal of 21% for small businesses of which 5% is desired for small disadvantaged businesses, 5% is desired for women-owned small businesses, 3% is desired for HUBZone small businesses, and 3% is desired for service-disabled veteran-owned small businesses. The subcontracting plan is not a weighted factor; it is graded as acceptable OR unacceptable and is part of the Contracting Officer's responsibility determination in accordance with FAR 9.5. See Section M.

## **6.0 Volume V - Price**

6.1 Submission of Cost/Pricing Information, Subcontractor(s) if applicable Submission of Cost/Pricing Information, Prime Contractor/Subcontractors (if applicable):

6.2 Each offeror's price proposal, including subcontractor(s), MUST be submitted in a spreadsheet/Microsoft EXCEL format with embedded and working calculations. DO NOT SUBMIT THIS SPREADSHEET IN PDF FORMAT. The use of macro commands is neither desired nor encouraged. Contractor price spreadsheets are to be included in one work file to alleviate the need to combine, add, or transfer data from different work files. There is no page limit for price information. Offerors shall ensure all calculations including Excel background calculations are no more than two decimals.

6.3 This Volume shall include a copy of the signed Standard Form 1449 (two pages); completed CLIN pricing (from RFP) and completed Exhibit 1, ELINs. The total of the extended amounts shown on the ELIN spreadsheets represents the proposal's total offer amount for evaluation for both the base period and the option periods. Offeror is responsible to ensure agreement of prices between the 1449 CLINs, the summary sheet below, and the ELIN spreadsheets.

6.4 Each offeror's price proposal shall include completed ELIN Schedules as provided as Exhibit 1 to the RFP. The ELIN schedules SHALL be submitted in both the hard-copy format (ELINs) as provided in the RFP and electronic Microsoft EXCEL format. Offerors are to provide a proposal for all ELIN items.

6.5 All annual amounts for other than Firm Fixed Price ELINS, equate to "Not to Exceed" (NTE) ceiling amounts. Offerors are cautioned that the ceiling NTE award amount does NOT obligate the Government to order the NTE amount or any amount over the monthly maintenance service (MMS) FFP items. Offerors are further cautioned that they should provide the best price for the ELIN unit prices, as award may be made on initial offers.

6.6 Prices proposed will be evaluated for balance and realism in accordance with FAR 52.212-2. Option prices will be included in the evaluation for award of the contract. The total evaluated price will be computed as the sum of the annual prices, including the NTE for material for the basic period, two option periods, and an amount equal to half of the price for option year 2, including the NTE amounts for material.

6.7 The proposed ELIN unit prices (Exhibit 1) will become part of the contract at time of award.

6.8 Failure to adequately address any of the required price proposal elements may result in a determination THAT THE OFFEROR HAS NOT COMPLIED WITH RFP TERMS AND CONDITIONS AND MAY preclude further consideration for award.

6.9 Historical Rates: Offeror shall provide three years of historical hourly rates for labor and services as it relates to ELINs with hourly rates (i.e., ELINs with hourly rates in CLINs 0003 and 0004 [base year]; ELINs with hourly rates in CLINs 0008 and 0009 [option 1], ELINs with hourly rates in CLINs 0013 and 0014 [option 2]).

6.10 Failure to adequately address any of the required proposal elements may result in a determination of "Unresponsiveness" and preclude further consideration for award.

6.11 Subjects shall be tabbed.

6.12 Volume III Order shall be formatted as follows:

6.12.1 Title page

6.12.2 Table of Contents

6.12.3 Summary of Costs Page

6.12.4 CLINs

6.12.5 ELINs (Exhibit 1 spreadsheet)

6.12.6 Discussion of Escalation

6.12.7 Historical Rates for Hourly-rate formulation

6.12.8 Explanation of Proposed Rates

**\*\*OFFEROR IS RESPONSIBLE FOR ACCURACY OF CALCULATIONS AND AMOUNTS SHOWN ON CLINs, ELINs, AND SUMMARY SHEET. FOR ANY DISCREPANCIES IN TOTALS AMONG THE ELINs, CLINs, AND SUMMARY SHEET-- THE GOVERNMENT WILL CONSIDER THE UNIT PRICES AS HAVING PRECEDENCE**

(End of provision)

## EVALUATION

### Section M - EVALUATION FACTORS FOR AWARD

1.0 Basis for Award:

1.1 The award resulting from this solicitation will be a T&M and FFP hybrid contract. The contract will consist of a one-year base period with two one-year option periods to be exercised at the discretion of the Government. The Government intends to conduct this procurement evaluation as Lowest Price Technically Acceptable.

1.2 To be eligible for award, the offeror must fully comply with the PWS, and address all solicitation requirements. As such, offers that take exception to any term or condition of this solicitation, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are NOT authorized and will be rejected. An offeror must propose in accordance with the directions set forth in Section L to be considered for award.

1.3 The Government intends to award this contract without discussions. Notwithstanding this intent, the Contracting Officer reserves the right to conduct discussions, a matter within the Contracting Officer's discretion. If this occurs, the Contracting Officer shall establish, in accordance with FAR 15.307, a competitive range. The Government also reserves the right to limit the number of offerors in the competitive range for purposes of efficiency. In accordance with FAR 15.307, at the conclusion of discussions, the Contracting Officer shall give each offeror an opportunity to revise their proposal as appropriate.

1.4 To be considered eligible for award, each Offeror must submit a single proposal that contains a complete and accurate response to the requirements of this solicitation. The Government will award only one contract. No multiple awards will be made.

1.5 The proposal(s) shall be in the format prescribed at Section L, and shall contain a response to each of the areas identified in Section L. Offers will be evaluated on each of the following evaluation factors:

2.0 Offers will be evaluated on each of the following evaluation factors:

- 2.1 Factor I – Technical Capability
    - 2.1.1 Sub-factor (1) - Technical Approach
    - 2.1.2 Sub-factor (2) – Management Plan
    - 2.1.3 Sub-factor (3) – Staffing Plan
  - 2.2 Factor II – Past Performance
  - 2.3 Factor III – Price
- 3.0 Technical Evaluation Factor I:
- 3.1 Factor I, Technical Capability, represents MINIMUM acceptable criteria. Offerors’ technical information will be used to determine whether the services proposed meet the specifications delineated in this solicitation. Services offered, as provided in the Offeror’s technical information, will be evaluated as technically acceptable or technically unacceptable. Offers which are determined to be technically unacceptable will not be further considered for award. Offerors must be rated technically “Acceptable” in each sub-factor listed above to receive an overall rating of technically “Acceptable.” In other words, an unacceptable rating for any sub-factor will result in an overall rating of “Unacceptable” for Factor I and the proposal may not be considered further for award.
  - 3.2 The purpose of the technical capability factor is to assess whether the offeror’s proposal will satisfy the Government’s minimum requirements. The Government shall evaluate the offeror’s proposal against the PWS requirements to determine whether the proposal is acceptable or unacceptable using the ratings and descriptions outlined in Table 1.
  - 3.3 There are three sub-factors under Factor I (Technical Capability): Sub-factor (1) (Technical Approach), Sub-factor (2) Management Plan, and Sub-factor (3) (Staffing Plan). A rating of unacceptable in any sub-factor may result in an overall Factor I rating of unacceptable, rendering the entire proposal ineligible for award.
  - 3.4 The following Factor (I) Sub-factors shall be rated individually with these ratings used to determine and overall rating for Technical Capability. In descending order of importance, the Technical Capability sub-factors are:
    - 3.4.1 Sub-factor (1) Technical Approach: The Government will evaluate technical approach to determine offeror’s overall understanding and capability to successfully provide required services to support the activities of NCTS and to meet the workload outlined in the PWS and the Solicitation. In determining which rating to apply to the technical approach Sub-factor, the Government will evaluate the offerors approach to Enterprise wide switch maintenance for (18) switches, (13) voice mail systems, (1) conference bridge; 24/7/365 continuous remote monitoring from contractor Network Operations Center (NOC) site; Avaya certified technicians; voice and data service installations, disconnects, inside wiring, distribution cable, outside plant (OSP) cable maintenance, OSP engineering services and all moves, adds and changes; a Government Facilities Clearance, and sufficient Original Equipment Manufacturer (OEM) certified technicians with Secret Clearances. To receive an acceptable the offeror shall maintain the ability to provide updates, patches repairs and installations of all Avaya operating systems, applications and software.

3.4.2 Sub-factor (2) Management Plan: The Government will evaluate the management plan sub-factor based on the degree the proposed approach addresses management of a NCTS program. The government will evaluate the proposal in terms of the offeror’s ability to provide an effective approach to perform, manage, maintain quality, and coordinate various elements of the PWS. The government will evaluate the acceptability to which the organization shows clear and effective delineation of functional roles and responsibilities. The evaluation will include the effectiveness of the offeror’s organization lines of authority and ability to perform on day one of contract. The Government will determine how the proposed work force phase-in plan allows for smooth transition of contract requirements.

3.4.3 Sub-factor (3) Staffing Plan: The Government will evaluate the staffing plan to determine the offeror’s ability to support the management and technical approach set forth under sub-factor (1) and (2).

3.5 The following table of Ratings/Definition/Description shall be used for the Technical/Risk Rating for each Sub-factor and for Factor (I). The overall Factor I (Technical Capability) rating will be determined by evaluating the ratings for each of the sub-factors. The offeror must receive a rating of technically acceptable in all sub factors to receive an overall rating of technically acceptable for Factor-I (Technical Capability). Without a technical acceptable rating for Factor I (Technical Capability) the offeror may not be evaluated further for past performance, Small Business Participation Plan and/or price.

TABLE 1, TECHNICAL/RISK RATING	
Ratings	Definition
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

5.0 FACTOR II - Past Performance:

5.1 The past performance evaluation is an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of recent and relevant past performance in providing the services similar to the solicitation requirements. The Government will evaluate the offeror’s past performance to determine whether the proposal is acceptable or unacceptable using the ratings and descriptions outlined in Table 2.

TABLE 1, TECHNICAL/RISK RATING	
Ratings	Definition
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort or the offeror’s performance record is unknown. (see note below)
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note – In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable”.

5.2 The offeror’s performance record should cover relevant prior contracts. Accordingly, the Government will use past performance information if a recent effort accomplished by the offeror is relevant to the effort to be acquired.

5.3 Relevant past performance will be evaluated based on similarity of service/support, complexity, dollar value, contract type, magnitude and degree of subcontract/teaming. Each offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance.

5.4 In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Government will characterize this past performance as “unknown past performance.” In the context of ratings for acceptability/unacceptability, the Government will evaluate “unknown past performance” as “acceptable.”

5.5 The Government intends to verify past performance information on contracts listed by the offerors. The Government may contact some or all of the references. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

5.6 The Government will apply the ratings of Acceptable and Unacceptable in its evaluation of the past performance of the offerors. The Government’s assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror’s performance on a list of contracts, but rather the product of subjective judgment of the Government after it considers all available relevant and recent information. The Government will consider whether each offeror has adequately performed prior relevant contracts in areas such as timeliness, quality, cost control and customer satisfaction.

## 6.0 **Factor III – Price**

6.1 The Government will evaluate offers for award purposes by adding the total evaluated price for the base year to the total evaluated price for the two option years. In addition, the Government will evaluate a six month optional extension as authorized in FAR 52.217-8. The amount included in the evaluated price for the 6 months will be equal to half the price for the last option year shown in the offer. The last option year unit and monthly prices will remain unchanged for the duration of time included if the Option at 52.217-8 is exercised. Evaluation of the options WILL NOT obligate the Government to exercise the options.

(End of provision)

## LIST OF ATTACHMENTS

ATTACHMENTS	TITLE	
A	Switch Locations	---
B	CLIN List	---
C	Facilities	---
D	Switch Configurations	---
D1	Switch Config	NAB
D2	Switch Config	NAVSTA
D3	Switch Config	NALF SCI
D4	Switch Config	ASW MCRD
D5	Switch Config	NAVHOSP
D6	Switch Config	BROADWAY
D7	Switch Config	PT LOMA
D8	Switch Config	NASNI
D9	Switch Config	NOLF
D10	Switch Config	NMCRC
D11	Switch Config	OTC
D12	Switch Config	NAS LEMOORE
D13	Switch Config	MUGU
D14	Switch Config	HUENEME
D15	Switch Config	SNI
E	Quality Assurance Surveillance Plan	---
F	Reconciliation Spreadsheet	---
G	DD Form 254	
H	Past Performance Questionnaire	
I	Wage Determination 15- 5635 (Rev. -1) and 15-5625 (Rev.-1)	---