
Table of Contents

| | |
|---|------|
| F Deliverables and Performance | F-1 |
| F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1988) | F-1 |
| F.2 Term of the Contract and Task Orders | F-1 |
| F.2.1 Day 1 Task Order Period of Performance | F-1 |
| F.3 Place of Performance | F-2 |
| F.4 Meetings, Reports, and Other Deliverables..... | F-2 |
| F.4.1 Proposed Deliverables | F-2 |
| F.4.2 FirstNet-Required Deliverables..... | F-2 |
| F.4.3 Orientation Briefing | F-12 |
| F.5 Other Performance Requirements | F-12 |
| F.5.1 Productive Direct Labor Hours..... | F-12 |
| F.5.2 Legal Holidays | F-12 |
| F.6 Notice to the Government of Delays..... | F-13 |
| F.7 Subcontracting Plan Reports..... | F-13 |

List of Tables

| | |
|--|-----|
| Table 1 Federal Acquisition Regulation Clauses Incorporated by Reference | F-1 |
| Table 2 Coverage Maps..... | F-3 |
| Table 3 Network Statistics | F-4 |

F Deliverables and Performance

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/?q=browsefar>
- Department of Commerce Acquisition Regulation (CAR) Clauses: <http://farsite.hill.af.mil/vfcara.htm>
- Department of the Interior Acquisition Regulation (DIAR) Clauses: <http://farsite.hill.af.mil/vfdiara.htm>

(End of Clause)

Table 1 Federal Acquisition Regulation Clauses Incorporated by Reference

| Clause | Title | Date |
|-----------|--------------------------|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-17 | Government Delay of Work | APR 1984 |
| 52.247-34 | F.O.B Destination | NOV 1991 |

F.2 Term of the Contract and Task Orders

The term of this Indefinite Delivery, Indefinite Quantity (IDIQ) contract will be for a period of 25 years beginning on the date of award, currently anticipated on November 1, 2016.

The term of any subsequent task order issued under this IDIQ contract will specify the period of performance applicable to that task order.

F.2.1 Day 1 Task Order Period of Performance

F.2.1.1 Delivery Mechanism for State Plans

The delivery mechanism for state plans task order period of performance is from the date of award through three years post award. This is based on commencement of performance on November 1, 2016; anticipated delivery date of the delivery mechanism on or before February 1, 2017, allowing the remaining period of performance for use and/or enhancements of the mechanism, if needed, (February 2, 2017 through November 1, 2019).

F.2.1.2 State Plan Development and Refinement

The state plan development and refinement task order period of performance is from the date of award through one year post award. This is based on commencement of performance on November 1, 2016; anticipated delivery date of the delivery mechanism on or before February 1, 2017, allowing the remaining period of performance for support, coordination and refinement of state plans, as needed, (February 2, 2017 through November 1, 2017).

F.2.1.3 NPSBN Functions

The NPSBN functions task order period of performance is from the date of award through November 2041. However, it may be subject to license renewal and reauthorization.

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F.3 Place of Performance

Services may be provided off-site, on-site, or through a combination of the two, depending on program requirements specified herein or in individual task orders. However, the First Responder Network Authority (FirstNet) anticipates the majority of the work will be performed at the Contractor's facilities unless otherwise stated.

F.4 Meetings, Reports, and Other Deliverables

Instructions for Contractor-proposed deliverables and FirstNet-required deliverables are noted below and in Section L, Instructions, Conditions, and Notices to Offerors or Respondents. All deliverables shall be submitted to the Contracting Officer's Representative (COR) or posted in a format specified by the Contractor for online access by the Contracting Officer (CO) and other government personnel designated by the CO. The CO will provide the Contractor with the names and addresses of any additional distribution and/or online access for these deliverables. Except as indicated herein, or with explicit written permission from FirstNet, deliverables shall not contain proprietary or copyrighted information or have any restriction on reproduction and/or distribution.

Unless otherwise specified, the Government will have approximately 15 working days to review the deliverable and provide comments back to the Contractor. If the deliverable is acceptable, the COR will notify the Contractor; otherwise, comments will be provided for revision/rework. The Contractor will have 10 working days from receipt of comments to incorporate changes and submit the final deliverable to the Government. Deliverables are not considered accepted by the Government until the COR or CO provides specific notification to the Contractor (see Section E, Inspection and Acceptance, Section E.2, Quality Assurance).

All days identified in the Deliverables Table are workdays unless otherwise specified. All deliverables shall be in a Contractor-recommended format and must be approved by the COR. The Contractor shall use Microsoft Office products and Adobe PDF format to prepare any deliverable that is to be submitted electronically.

F.4.1 Proposed Deliverables

In support of this Request for Proposal (RFP), Section L, Instructions, Conditions and Notices to Offerors or Respondents, Section L.3.1.8, Section Eight – Deliverables Table, instructs the Offeror to provide a Deliverables Table that defines what deliverables the Contractor will provide following the contract award. The Deliverables Table shall match the format and structure provided in Section J, Attachment J-16, Deliverables Table, and shall be incorporated into this contract at award.

F.4.2 FirstNet-Required Deliverables

The following descriptions provide details about each deliverable, including the purpose, format, and frequency.

F.4.2.1 Deployment Plan ("State Plan") for States and Territories

In accordance with the Middle Class Tax Relief and Job Creation Act of 2012 (the Act), FirstNet must present a plan to the governor of each state and territory that includes, among other things, "... details of the proposed plan for buildout of the nationwide interoperable, broadband network in such State ..."

In support of this requirement, the Contractor shall deliver a detailed plan, for each of the 56 states and territories, noting the details of the proposed plan for buildout of the Nationwide Public Safety

Broadband Network (NPSBN) in such state or territory. The plan must include elements that are required of FirstNet by the Act, elements states and territories will need for the governor’s decision, and elements that the Federal Communications Commission will require to assess state-deployed Radio Access Networks (RANs).

The plan for each state and territory shall be delivered using the Web-based delivery tool outlined in Section J, Attachment J-18, Delivery Mechanism Objectives for State Plans, according to the proposed Initial Operational Capability (IOC)/Final Operational Capability (FOC) milestones established in Section J, Attachment J-8, IOC/FOC Target Timeline.

Delivery date for these deliverables is to be proposed by the Offeror.

F.4.2.2 Coverage and Capacity

The Contractor shall provide the following coverage and capacity deliverables post contract award. If the Offeror’s solution includes non-Band 14 RAN, include the non-Band 14 coverage maps and associated network statistics, as noted below.

F.4.2.2.1 Coverage, Population, and Capacity Maps

Within 30 days of contract award, the Contractor shall submit an updated package of coverage, population, and capacity maps and network statistics—as defined in Table 2 Coverage Maps and Table 3 Network Statistics for each of the 56 states and territories. The Contractor shall also update the proposed Coverage and Capacity Template provided in Section J, Attachment J-17, including completion of the “Site Summary Tab,” noting site locations nationwide. The Contractor shall note changes that have occurred subsequent to the proposal submission in the updated package and Coverage and Capacity Template.

Table 2 Coverage Maps

| Level | Band | Phase | Number of Maps Required | Format | Submittal Method |
|-------------------|-------------|--|---|--|--|
| Nationwide | Non-Band 14 | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC | Six (6) maps of each file type, depicting coverage by technology: Long Term Evolution (LTE), 3G, 2G, and roaming. | Esri shapefiles (.shp) and MapInfo (.gri/.tab) files | Files should be provided via Secure File Transfer (SFT) with Offeror-provided credentials or Offeror-provided portable drive |
| Nationwide | Band 14 | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC | Six (6) maps of each file type with the LTE analysis layers specified above | Esri shapefiles (.shp) and MapInfo (.gri/.tab) files | Files should be provided via SFT with Offeror-provided credentials or Offeror-provided portable drive |

Table 3 Network Statistics

| Coverage Type | Level | Phase |
|--|-----------------|--|
| Non-Band 14 Area Covered ** | State/Territory | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC |
| Non-Band 14 Population Covered ** | State/Territory | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC |
| Band 14 Area Covered | State/Territory | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC |
| Band 14 Population Covered | State/Territory | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC |
| Band 14 Network Capacity | County | IOC-1, IOC-2, IOC-3, IOC-4, IOC-5, and FOC |

** Note: Non-Band 14 coverage statistics should be broken down by technology: LTE, 3G, 2G, and roaming.

F.4.2.2.2 Deployment Schedule and Status

The Contractor shall provide maps noting the coverage and capacity in rural and non-rural areas and active and planned roaming agreements. The maps shall indicate the then-current coverage (with each monthly submittal) as well as the planned coverage targets for future Initial Operational Capability (IOC)/Final Operational Capability (FOC) milestones. The maps shall be provided on a monthly basis for each of the 56 states and territories as well as for the nation as a whole. The Contractor shall also provide a planned deployment schedule and note any changes to the schedule or changes in coverage expectations.

F.4.2.3 Network Technology Roadmap

The Contractor shall provide a network technology roadmap that details vendor equipment capabilities, features, and services identified for inclusion in the NPSBN. For each planned release, the Contractor shall note the targeted availability date and describe the capability, feature, or service, as well as the specific 3GPP release supported. The roadmap shall also note changes in hardware, software, and other network elements impacted by planned releases.

The roadmap shall be provided beginning six (6) months after contract award and subsequent updates shall occur every six (6) months thereafter, unless additional updates are needed and/or mutually agreed upon.

F.4.2.4 Network Operations

The Contractor shall provide the following network operations deliverables post contract award.

F.4.2.4.1 Integration of State-Deployed RANs

The Contractor shall describe the status of efforts to integrate state-deployed RANs. This report shall be provided quarterly beginning three (3) months after award.

F.4.2.4.2 NPSBN Key Performance Indicators

As noted in Section F.4.1, Proposed Deliverables, and Section L, Instructions, Conditions, and Notices to Offerors or Respondents, Section L.3.1.8, Section Eight – Deliverables Table, the Offeror shall propose deliverables that provide a formal means of communicating the metrics noted in the Quality Assurance Surveillance Plan (QASP). At a minimum, the Contractor shall provide end-to-end performance data of the NPSBN including both Band 14 and non-Band 14 operations (if applicable). The report shall include key performance indicators (KPIs) and trends for the network performance, User Equipment, and services.

This report shall be provided quarterly beginning three (3) months after award.

Measured network KPIs should address the following areas:

- **Accessibility** – Addresses the probability for an end user to be provided with an LTE radio bearer upon request. Measurements include the percentage of successful attempts per overall number of attempts.
- **Retainability** – Addresses how often an end user abnormally loses an LTE radio bearer during the time that the radio bearer is used. Measurements include the percentage of abnormal session releases per session time units.
- **Integrity** – Addresses how the LTE network affects the service quality provided to an end user, or the delay experienced by an end user. Measurements include throughput (Internet Protocol [IP] data volume per time) and latency.
- **Availability** – Addresses when an LTE cell is available for service. Measurements include the percentage of time that the cell is considered available.
- **Mobility** – Addresses how well the LTE mobility functions work. Measurements include the handover success rates.

F.4.2.4.3 Deployable Units and Temporary Coverage Solutions

The Contractor shall provide a report showing the status of providing deployable units, the storage locations of deployable units, and usage data. The Contractor shall note the reason for activation (including National Incident Management System types and planned events), time period in use, and traffic statistics.

This report shall be provided semi-annually beginning six (6) months after award.

F.4.2.5 Transition-Out Plan and Status Reports

At the end of the period of performance—or in the event that the Government terminates this contract for any reason, the Contractor shall submit a written phase-out plan to the COR no later than 90 calendar days prior to the expiration of the contract period, unless otherwise agreed upon. The plan shall detail phase-out activities to assure continuity of operations and the execution of a smooth and timely transition. The plan shall include phase-out training to the successor Contractor at a FirstNet facility or at a location in its vicinity as designated by FirstNet. The Contractor shall permit FirstNet to videotape or otherwise record the phase-out training. FirstNet shall have full intellectual property rights to any phase-out training materials and recordings. Phase-out activities shall be coordinated through the COR. The outgoing Contractor shall submit a weekly status report of phase-out activities to the COR beginning the seventh calendar day following the award of a successor contract until otherwise notified by the COR to discontinue.

F.4.2.6 Monthly Status Report

The Contractor shall provide a monthly status report no later than five (5) calendar days after the end of the month. The Contractor shall include, at a minimum, the following data points within the monthly status report:

- Status of major projects
- Risk summary
 - Status of existing risks and update on mitigation efforts
 - New risks identified during the reporting period, the potential impact of each risk, and the plan (including schedule) to mitigate each risk for each task order

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- Note that the Contractor is responsible for reporting all risks across the enterprise, regardless of whether the risk relates to the Contractor or a teaming partner. The Contractor shall maintain a methodology for identifying and reporting risks across the scope of the contract and subsequent task orders.
 - Summary of performance metrics for a rolling six months

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- Measurement, for the reporting period and the previous five reporting periods, of items outlined in the Contractor-supplied QASP
- Approach and steps taken to address measurements that did not meet required thresholds and/or objectives
- Recommendations for mitigation and/or resolution

F.4.2.7 Continual Service Improvement Plan

The Contractor shall provide a continual service improvement (CSI) Plan quarterly, beginning three (3) months after award that includes, at a minimum, the following data points:

- Proposed enhancements to existing processes or services for implementation
- Proposed new processes or services for implementation
- Proposed modifications or enhancements to roles and responsibilities associated with the enhanced or new process(es) or service(s)
- Required automation enhancements to implement the enhanced or new process(es) or service(s)
- Required modifications to or new standard operating procedures for the enhanced or new process(es) or service(s)
- Proposed CSI projects
- High-level timeline to implement each proposed CSI project
- Rough Order of Magnitude (ROM) cost for each proposed CSI project
- Proposed performance metrics in support of each proposed CSI project
- Expected quantitative and qualitative benefits associated with each proposed CSI project and the plan to measure the effectiveness of each proposed project
- Risks associated with each proposed CSI project
- Impact of each proposed CSI project on other process(es) and service(s)

F.4.2.8 Applications Ecosystem

The Contractor shall provide the following applications ecosystem status reports quarterly beginning three (3) months after award.

F.4.2.8.1 Application Programming Interface Taxonomy

The Contractor shall provide a report on network, cloud and data services, and the Application Programming Interfaces (APIs) that are available for application developers to foster new, creative public safety applications.

F.4.2.8.2 Federated Identity

The Contractor shall provide a report on the progress of building the federated FirstNet Identity, Credential, and Access Management (ICAM) trust framework. At a minimum, the report shall include the number of public safety agencies onboarded, the number of unique user identity profiles, and operational metrics.

F.4.2.8.3 FirstNet Applications Store

The Contractor shall provide a report on the progress of building a robust public safety applications marketplace. The report shall, at a minimum, detail the public safety applications published in the FirstNet applications store; the number of applications downloaded; applications ratings from law

enforcement, fire, and emergency medical services users; measures of application life-cycle management; and operational metrics.

F.4.2.8.4 Application Development Platform

The Contractor shall provide a report on the progress of building an application development platform. At a minimum, the report shall include a catalog of the application development tools, APIs, Software Development Kit (SDK) libraries, application frameworks, testing tools, number of registered application developers, and operational metrics.

F.4.2.8.5 Developer and Application Certification

The Contractor shall provide a report on the progress of building a vibrant application developer community and application certification pipeline. The report shall include, at a minimum, the total numbers of certified developers, certified applications, failed certifications, and certification timelines, as well as operational metrics.

F.4.2.8.6 Application Security

The Contractor shall provide a report on the security of user data and applications. At a minimum, the report shall include operational metrics on malware, intrusions, breaches, incidents, and sources of threats.

F.4.2.8.7 Local Control Application

The Contractor shall provide a report on the progress of building and deploying local control capabilities. The report shall include, at a minimum, the total number of trained and certified users and administrators, performance metrics related to latency during provisioning and updating static and dynamic profiles during incidents, and operational metrics.

F.4.2.8.8 Public Safety Entity Home Page

The Contractor shall provide a report on the progress of deploying and driving adoption of the Public Safety Entity (PSE) home page. At a minimum, the report shall include the total number of adopting agencies, agency satisfaction, and operational metrics.

F.4.2.8.9 Application Product Roadmap

The Contractor shall provide a roadmap for expected public safety applications. The report shall include, at a minimum, federated ICAM, local control, network services, the FirstNet applications store, cloud services, the PSE home page, and the application development environment that leverages emerging standards and the commercial marketplace.

F.4.2.8.10 Applications Ecosystem Performance Metrics

The Contractor shall provide a report on the functionality of the applications ecosystem, including, as a minimum, performance, availability, reliability, scalability, resilience, manageability, and security

F.4.2.8.11 Applications Ecosystem Revenue

The Contractor shall provide a report on the business success of the applications ecosystem. At a minimum, the report shall include all applications ecosystem revenue from user fees, application purchases, cloud services, and data services.

F.4.2.9 Device Ecosystem

The Contractor shall provide the following device ecosystem status reports quarterly beginning three (3) months after award.

F.4.2.9.1 Device Summary Report

The Contractor shall provide a summary report of the total number of applications downloaded, the total number of completed over-the-air (OTA) updates, issues with devices and software updates, issues with shared device updates, and bring your own device (BYOD) software updates.

F.4.2.9.2 Universal Integrated Circuit Card Inventory Management

The Contractor shall provide a report that gives the total numbers of active and inactive Universal Integrated Circuit Cards (UICCs) in inventory, assigned/unassigned devices in inventory, and UICC and/or devices that are on order or in the return cycle.

F.4.2.9.3 Applications and Content Management Policies

The Contractor shall provide a report that summarizes updates to applications and content management policies on active devices, including the number of devices that have been successfully updated to align with each policy and how many have failed to update.

F.4.2.9.4 Over-the-Air Status

The Contractor shall provide the total number of OTA updates that have been used for operating system/firmware upgrades, sorted by device model and Original Equipment Manufacturer, as well as the total number devices remaining to be upgraded.

F.4.2.9.5 Diagnostics Monitoring and Management Quality

The Contractor shall provide a summary of devices that have undergone diagnostics, the total number and type of test failures, and the model numbers, sorted by Original Equipment Manufacturer.

F.4.2.9.6 Dedicated Device Software Version Control and Management

The Contractor shall provide the total number of single user devices that have been upgraded to each valid software version, as well as the total number of those that have failed to upgrade.

F.4.2.9.7 Shared Device Software Version Control and Management

The Contractor shall provide the total number of shared devices that have been upgraded to each valid software version, as well as the total number of those that have failed to upgrade.

F.4.2.9.8 Bring Your Own Device Management

The Contractor shall provide the number, vendor, and model of all BYOD devices on the network and the agency or state/territory deploying them.

F.4.2.9.9 Device Inventory and Fulfillment

The Contractor shall provide a list of devices in Contractor's inventory, those on order, and those in the return cycle.

F.4.2.9.10 Subscription Management

The Contractor shall provide a list of active devices and the date they were provisioned and de-provisioned from the network. The report shall include the device model number and type that each user was assigned, sorted by agency.

F.4.2.9.11 Personal Communications Services Type Certification Review Board

The Contractor shall provide a list of all Personal Communications Services (PCS) Type Certification Review Board (PTCRB) certificates that have been supplied by device vendors that have deployed devices on the NPSBN.

F.4.2.10 Business Management

The Contractor shall provide the following business and management reports post award.

F.4.2.10.1 Cost Variance

The Contractor shall provide a monthly report detailing differences between actual and planned network costs as they relate to drawdowns of the budget authority through FOC (this deliverable does not change the Firm Fixed Price of task orders)..

F.4.2.10.2 Revenue Variance

The Contractor shall provide a monthly report detailing differences between actual and planned revenue from use of the network by PSEs.

F.4.2.10.3 Schedule Variance

The Contractor shall provide a monthly report detailing differences in key milestone deliverables relative to the IOC/FOC baseline schedule.

F.4.2.10.4 User Forecasting

The Contractor shall provide a monthly report detailing actual and forecast numbers of device connections (gross add and net add) to the NPSBN. The report shall be broken out by state/territory and provide numbers for the primary user group (i.e., law enforcement, fire, emergency medical services)—by individual disciplines and in total—and the extended primary user group (other public safety users) (see descriptions in Section J, Attachment J-14, Terms of Reference). The report shall also break down the data by pre-paid and post-paid account types.

F.4.2.10.5 Revenue Metrics

The Contractor shall provide a monthly report detailing key device connections (or other relevant metrics). At a minimum, the report shall include the average revenue per user, average revenue per account, average number of devices per account, average usage per device and per account, equipment revenue, applications revenue (to the extent they are invoiced by the Contractor), and average revenue per gigabyte. The metrics shall be broken out by state/territory and provide numbers for the primary user group (i.e., law enforcement, fire, emergency medical services)—by individual disciplines and in total—and the extended primary user group (other public safety users) (see descriptions in Section J, Attachment J-14, Terms of Reference). The report shall also break down the data by pre-paid and post-paid account types.

F.4.2.10.6 Cost Metrics

The Contractor shall provide a monthly report detailing key device connection cost metrics. The report shall include, at a minimum, cash cost per user, cost per gross addition, and customer lifetime value.

F.4.2.10.7 End-User Fee Pricing

The Contractor shall provide a monthly report detailing actual and anticipated end-user fees, pricing adjustments, and promotions.

F.4.2.10.8 Disincentive Mechanism

The Contractor shall provide a public safety device connections report throughout the government fiscal year, on a quarterly basis for the period of performance as part of the disincentive mechanism (as described in Section J, Attachment J-6, Quality Assurance Surveillance Plan, Section 5.3, Disincentive Payments). The report shall include, at minimum, gross activations, gross deactivations, net connections, and total connections. The report shall also break down the data by primary user group (i.e., law enforcement, fire, emergency medical services) and extended primary user group (other public safety users) by device type and monthly data usage at a state/territory level.

F.4.2.10.9 Corporate Financial Reports

The Contractor shall provide the following corporate financial reports:

- a) A quarterly report, including an income statement, balance sheet, and cash flow statement for the Contractor within 30 days following the end of the Contractor's quarterly reporting period; and
- b) A copy of the Contractor's most recent annual audited financial statements within 120 days Contractor's fiscal year-end.

F.4.2.11 Access Policies Update Report

The Contractor shall communicate any changes to security policies that affect the access policies of PSEs and describe when changes need to be made. This report shall be provided within five (5) days of the end of any month in which changes occur.

F.4.2.12 NPSBN Training Performance Report

The Contractor shall provide the total number of first responders that have been trained (by the Contractor or the PSE) on NPSBN access, services, devices, applications, and procedures broken down by agency. This report shall be provided quarterly beginning three (3) months after award.

F.4.2.13 Hardware and Software Change Management Report

The Contractor shall provide a report outlining the magnitude and effectiveness of all hardware and software changes across the NPSBN. The report shall communicate any major issues encountered, impacts to users, and steps to be taken to minimize user impacts going forward. This report shall be provided quarterly beginning three (3) months after award.

F.4.2.14 Service Availability Report

The Contractor shall provide a report outlining the prior month's service availability by reporting area. The report shall include all critical subsystems, networks, and applications that make up the NPSBN. This report shall be provided quarterly beginning three (3) months after award.

F.4.2.15 Capacity Management Report

The Contractor shall provide a report outlining the current and estimated future service needs compared to actual utilization and allocations of the NPSBN. The report shall address all critical subsystems, networks, and applications that make up the NPSBN. This report shall be provided quarterly beginning three (3) months after award.

F.4.2.16 Business Continuity Testing Report

The Contractor shall provide a report that documents comprehensive business impact analysis, risk assessment, and mitigation testing. This report shall be provided quarterly beginning three (3) months after award.

F.4.2.17 Major Event After Action Report

The Contractor shall provide an after action report, as needed, following a disaster event—natural or man-made—or planned major event. The report shall include lessons learned, and process/protocol improvements to be implemented.

F.4.2.18 Hardware and Software Release Management Report

The Contractor shall provide a report that reviews the prior year’s hardware and software rollouts as well as the next year’s proposed schedule. The report shall include the primary features and functionalities that will be introduced as well as fixes to major and critical NPSBN issues. This report shall be provided annually beginning six (6) months after award.

F.4.2.19 Support of FirstNet Work with Standards Bodies

The Contractor shall work with and support FirstNet technical standards in support of desired FirstNet current and new Safety related features, services and applications including LTE RAN and Core network modifications necessary for support. This will occur as a collaborative working session on a recurring basis, to be determined after award. As appropriate, the Contractor shall leverage their network vendors for this standards support as well.

The Contractor shall develop supporting technical standards contributions, submit and present at standards meetings, as required and mutually agreed upon with FirstNet. The Contractor shall also attend all necessary standards bodies to support FirstNet including but not limited to 3GPP, OMA, ATIS, etc.

These deliverables will be required throughout the life of the contract.

F.4.2.20 Technical Analysis and Security Review of Security Tools

The Contractor shall provide technical and management support in planning, development and testing of security technologies; provide technical analysis in support of development and test activities for new systems and emerging technologies; facilitate development of future requirements and architectures that enable transition of new systems and technologies into the operational baseline. This support shall be provided as required by FirstNet throughout the life of the contract.

F.4.2.21 Business Continuity/Disaster Recovery Plan

The Contractor shall provide, and maintain, a business continuity of operations plan and a disaster recovery plan to ensure the continuity of the Contractor’s business and to provide uninterrupted access to and use of the NPSBN, which will, at a minimum provide uninterrupted access to the NPSBN during

the disaster within the recovery time objectives specified in Section C, Statement of Objectives; Section H, Special Contract and Task Order Requirements; and Section J, Attachment J-10, Cybersecurity.

This deliverable will be required within 30 days of award and annually thereafter.

F.4.2.22 Core Network Design

The Contractor shall provide a Core network design and conduct design reviews as noted in Sections F.4.2.22.1, Preliminary Design; F.4.2.22.2, Preliminary Design Review; F.4.2.22.3, Critical Design; and F.4.2.22.4, Critical Design Review, based on their proposed solution (see Sections L.3.2.2.4, Architecture and Infrastructure; L.3.2.2.5, Operations; and L.3.2.2.6, Security), as incorporated into the resultant award.

F.4.2.22.1 Preliminary Design

The Contractor shall provide, on or before but no later than seven (7) calendar days after award, a written preliminary design for the FirstNet Core network. The preliminary design shall include but is not limited to:

- High-level Core design
- Geo-redundancy strategy
- Identification of network function virtualization (as applicable)
- Preliminary interface description documentation
- Description of Quality of Service, Priority, and Preemption (QPP) strategy
- Preliminary transport design
- Testing strategy
- Preliminary feature description list
- High-level network service platform design
- Voice strategy
- Operational and business support systems
- Public Safety Enterprise Network connectivity
- Core network security design

F.4.2.22.2 Preliminary Design Review

The Contractor shall conduct, on or before but no later than 21 calendar days after award, a preliminary design review (PDR). The PDR shall include a presentation to FirstNet and shall afford FirstNet the opportunity to provide verbal feedback to the Contractor on the design elements presented. In accordance with Section F.4, Meetings, Reports, and Other Deliverables, FirstNet will have approximately 15 working days to review the deliverable and provide written comments back to the Contractor after the conclusion of the PDR. If the deliverable is acceptable, the COR will notify the Contractor; otherwise, comments will be provided for revision/rework.

F.4.2.22.3 Critical Design

The Contractor shall provide, on or before but no later than 45 calendar days after award, a written critical design that incorporates agreed-upon changes as a result of the PDR regarding the preliminary design for the FirstNet Core network. The critical design shall include but is not limited to:

- Detailed Core design documentation
- Type, number, and location of network elements at each redundant data center
- Type, number, and location of every Core network element
- Management and orchestration design (in the event a virtual evolved packet core is proposed)
- Provisioning flow diagrams
- Detailed interface description documentation
- Detailed QPP policy documentation
- Operational and business support systems major subsystems
- Detailed transport design
- Detailed feature description list
- Detailed Core network security design
- Testing plans

F.4.2.22.4 Critical Design Review

The Contractor shall conduct, on or before 60 calendar days after award, a critical design review (CDR). The CDR shall include a presentation to FirstNet and shall afford FirstNet the opportunity to provide feedback to the Contractor on the detailed design prior to implementation. In accordance with Section F.4, Meetings, Reports, and Other Deliverables, FirstNet will have approximately 15 working days to review the deliverable and provide written comments back to the Contractor after the conclusion of the CDR. If the deliverable is acceptable, the COR will notify the Contractor; otherwise, comments will be provided for revision/rework.

F.4.3 Orientation Briefing

Within two (2) days from the date of award, the Contractor shall schedule an orientation briefing/initial strategy session with the Government. Both parties will mutually agree upon the specific date, time, and location of the briefing. The Government does not desire an elaborate orientation briefing nor does it expect the Contractor to expend significant resources in preparation for this briefing. Rather, the intent of the briefing is to initiate the communication process between the Government and the Contractor by introducing key participants and explaining their roles; reviewing communication ground rules; assuring a common understanding of requirements and objectives, goals, constraints, policies, expected benefits, and other relevant background information; and discussing near-term deliverables.

F.5 Other Performance Requirements

F.5.1 Productive Direct Labor Hours

The Contractor can only charge for productive direct labor hours, which are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, government or Contractor holidays, jury duty, military leave, or any other kind of

administrative leave, such as acts of God (e.g., hurricanes, snowstorms, tornadoes), Presidential funerals, or any other unexpected government closures.

F.5.2 Legal Holidays

The following government holidays are normally observed:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Presidential Inauguration Day (metropolitan DC area only)
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation may also be observed. When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday, respectively.

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F.6 Notice to the Government of Delays

In the event the Contractor:

- Encounters difficulty in meeting performance objectives and/or requirements
- Anticipates difficulty in complying with the contract and/or task orders delivery schedule or any date
- Has knowledge that any actual or potential situation is delaying
- Threatens to delay the timely performance of this contract and/or task orders
- Or otherwise becomes aware of any non-compliance with the terms and conditions of this contract and/or task orders

the Contractor shall immediately notify the CO and COR in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

If the Contractor fails to respond in a timely manner to any portion of this contract, and/or task orders, the delay will be attributed to the Contractor. Although the period of performance may change due to the delay, FirstNet may be entitled to some form of consideration.

If FirstNet delays performance of this contract, and/or task order, the period of performance and/or price and/or payments to FirstNet may be revised upon mutual agreement between the Government and the Contractor.

F.7 Subcontracting Plan Reports

The Contractor shall submit a report for subcontracting under this particular contract and/or a summary report on subcontracts in all contracts between the Contractor and the Department of the Interior that contain subcontract goals for awards to small businesses, small disadvantaged business concerns, HUB zone businesses, service-disabled veteran-owned small businesses, or woman-owned businesses. Reports will be prepared and submitted electronically in accordance with the instructions at the Electronic Subcontracting Reporting System (eSRS) accessible at www.esrs.gov.

Subcontracting Report for Individual Contracts data (formerly Standard Form 294) is due on the 25th day following the close of the reporting period, unless the contract incorporates the Contractor's approved, annual company-wide or division-wide commercial product plan. Summary Report data (formerly Standard Form 295) is due 30 days after the close of the Government's fiscal year. Paper copies of these reports are no longer required.