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E.1 52.252-2 Clauses Incorporated by reference (Feb 1998)

This contract incorporates the following 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 address: <http://www.arnet.gov/far>.

Clause #.	FAR Clause #.	Title and Date
E.1.1	52.246-2	Inspection of Supplies - Fixed Price (AUG 1996)
E.1.2	52.246-4	Inspection of Services - Fixed Price (AUG 1996)
E.1.3	52.246-16	Responsibility for Supplies (APR 1984)
E.1.4	52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001)
E.1.5	52.246-20	Warranty of Services (MAY 2001)

E.2 Cutover and Acceptance Testing of Services and Systems

E.2.1 Cutover

During implementation (Section C.5), the contractor shall conduct cutover testing and support acceptance testing activities for the services, equipment, and systems it provides under the WITS2001 contract. For the purposes of the contract, the term “cutover testing” refers to the contractor’s activities of testing services and systems to verify their correct operational performance prior to the transition of live traffic onto them. The term “acceptance testing” refers to the testing conducted by the Government to verify proper operation of the services, equipment, and systems being cut over. This acceptance testing will be conducted for 72 consecutive hours over three consecutive normal business days. The contractor shall correct any deficiencies identified during the acceptance testing period.

The contractor shall provide a final report of the cutover testing results to the Government representative designated on the service order for review and approval within five business days after the cutover testing activity has been completed. The report shall include, but not be limited to, the following information:

1. The parameters tested and the measured results.
2. An analysis of whether the measured results meet the specific performance requirements in the contract.

E.2.1.1 Cutover Test Plan

Following contract award, the contractor shall update the Cutover Test Plan included in its proposal to reflect each agency’s selection of services. The

contractor shall submit its updated Cutover Test Plan to the GSA or agency Contracting Officer's Technical Representative (COTR) within the time periods specified in Section F.3.

E.2.1.2 Cutover Testing

The contractor shall allow the GSA and agency Contracting Officer's Representatives (CORs) and COTRs to observe the cutover testing to ensure that the required tests are correctly performed. The contractor shall provide the COTR or COR responsible for the location with a Cutover Testing Final Report within five business days after the successful completion of cutover testing.

The contractor shall alert the COTR or COR to any problems, concerns, temporary measures, or follow-up work to be performed within two weeks following the start of cutover testing at the location. If problems are encountered by the contractor during cutover testing and these problems may impact the schedule or the successful completion of the cutover testing, the contractor shall cooperate with the agency and other involved contractors to isolate and resolve the problems between the WITS 3 and other networks and connecting devices. The contractor shall report the status of the problem resolution to the COTR or COR and shall describe the impact of the problems on the cutover testing activities. At the discretion of the COTR or COR, the status shall be provided by the contractor on a daily or weekly basis.

E.2.2 Acceptance

E.2.2.1 Acceptance Testing

If the results of the cutover testing are deemed acceptable by the COTR or COR, the Government may begin acceptance testing. The acceptance tests will verify satisfactory end-to-end service performance and proper operation of all ordered features and functions. Performance shall be considered satisfactory when services, equipment, systems, and their associated features and functions perform as specified in the contract. If performance problems are encountered during testing, the contractor shall work cooperatively with the COTR or COR and other contractors to isolate and eliminate problems between the WITS 3 network and other connected network systems.

If the performance of the services, equipment, and systems is accepted by the COTR or COR after the acceptance testing period ends, the service will be deemed delivered.

If the acceptance testing results are unacceptable, the Government will notify the contractor of the problems. The contractor shall initiate corrective action and shall return to the previous network configuration to ensure no disruption to the users. If the services, equipment, or systems are rejected by the Government based upon the results of the acceptance testing, the Government may extend the testing period, request a replacement of the services, equipment, or systems (in whole or in part), or cancel the order. Should the Government elect any of these alternatives, all expenses incurred by the Government, including recurring

charges and Service Initiation Charges (when returning services to the previous network configuration), shall be borne by the contractor. In cases when the Government cannot successfully complete acceptance testing of services and/or systems due to circumstances beyond the control of the contractor, the contractor shall notify the responsible COTR or COR of the details surrounding the deficiencies and the steps the contractor has taken to overcome the deficiencies. These cases shall be discussed between the COTR or COR and the contractor. On a case-by-case basis, the GSA or agency Administrative Contracting Officer (ACO) or the designated representative may choose to waive the acceptance testing or extend the testing period. Waiver of the acceptance testing may be considered in those instances when the contractor has demonstrated that the problems encountered are not the fault of the contractor and the COR has determined that the contractor has taken all reasonable actions to correct all problems. The waiver issued by the ACO or designee will specify the grounds for the waiver.

If the waiver is not granted, the contractor shall be obligated to continue to attempt correction of the deficiencies encountered in order to successfully accomplish the acceptance testing.

E.2.2.2 Acceptance Criteria for Products and Services

Acceptance criteria for deliverable products and services will be specified in the service order. All products or services provided under this contract shall comply with the requirements of Section C. The provisions of this clause apply also to all replacement products or services, substitute products or services, and products or services added and/or modified during the contract period.

Acceptance shall be deemed to have occurred only after a product or service has fully met the following criteria:

1. Quality: The quality of requirements will be as specified in Section C.
2. Quantity: The quantity of work shall meet the minimum requirements established in the service order.
3. Timeliness: The contractor shall complete work on schedule.
4. Certification of Acceptability: The GSA or agency COTR shall review and certify to the GSA or the agency ACO the acceptability of all products and/or services prior to processing the applicable invoices for payment.
5. Acceptance: Any deliverable products under this contract will be accepted or rejected in writing by the Government representative designated in the service order. If the Government does not formally respond within five working days, the contractor may assume that the deliverable in question has been accepted.

E.3 Verification Testing of the Contractor’s Operational Support Systems (OSS)

E.3.1 OSS Verification Test Plan

The contractor shall prepare an Operational Support System (OSS) Verification Test Plan in accordance with the requirements of Section C.3, Management and Operations, and Section E.3.2. The contractor shall update the OSS Verification Test Plan when a new service is offered or when an OSS is changed.

E.3.2 Verification Testing of Contractor’s OSS

The contractor shall conduct verification testing of its OSS in accordance with its approved OSS Verification Test Plan. The contractor shall complete verification testing within 60 calendar days after the Government approves its OSS Verification Test Plan or within 60 calendar days after the Notice to Proceed, whichever is later. The contractor shall neither issue a Service Order Confirmation nor proceed with WITS orders until it successfully completes OSS verification testing. If the Government requests, the contractor shall perform the tests and meet the acceptance criteria in Table E.3-1 each time a new service is offered or the contractor modifies the OSS. The contractor shall record and retain test results for each test performed for a minimum of two years.

The test cases that the contractor shall execute acceptably include those listed in Table E.3-1. The contractor shall demonstrate acceptable performance using one of the following electronic media: Internet secure access, electronic mail, or electronic file transfer.

The Government reserves the right to observe all or any part of the OSS verification testing. The contractor shall perform OSS verification testing in accordance with the approved OSS Verification Test Plan at a mutually agreeable time and place and shall provide the test results in accordance with Section C.3, Management and Operations. The contractor shall re-run verification tests in whole or in part, as required by the Government, to verify that its OSS meets the requirements of this section.

Table E.3-1. OSS Verification Test Cases

Test Case #	RFP Sec #	Description	Acceptance Criteria
1	C.2 C.3.2	Accept an order for each of the services specified in Section C.2 that the contractor is contracted to provide	Demonstrate that an authorized Government user can place an order using secure Internet access, electronic mail, or electronic file transfer and the order populates the fields in the contractor's ordering system in a way that meets the requirements of C.3.2

Test Case #	RFP Sec #	Description	Acceptance Criteria
2	C.3.2	Generate required acknowledgements for each order entered in Test Case #1	Using secure Internet access, electronic mail, or electronic file transfer, the contractor demonstrates that its ordering system can provide Order Receipt Acknowledgements and Completion Notices containing the data elements specified in C.3.2
3	C.3.3.5	Demonstrate that the system that manages the inventory of WITS services delivered by the contractor produces output that is consistent with the orders that were entered	The contractor demonstrates that its service inventory management system contains a database that maintains a complete and accurate inventory of WITS service orders that were established in Test Case #1. The contractor demonstrates that authorized Government users can access the system on demand.
4	C.3.4	Demonstrate that the billing system produces an Invoice File and a Detail Billing File that correspond to Test Case #1 and generates invoices that are consistent with the General Instructions for Formatting Invoice Files.doc	The contractor demonstrates that the output of its billing system is consistent with the orders entered into its ordering system in Test Case #1 and that the billing data elements meet the requirements of Attachments J.6, General Instructions for Formatting Invoice Files.
5	C.3.3	Demonstrate that the OSS meets WITS security requirements	The contractor demonstrates that its OSS identifies and authenticates each user and that each user can only access information that they are authorized to access

E.4 Rights and Remedies Available to the Government for Uncorrected Defects and/or Failures on Contract Covered Supplies and/or Services

In addition to rights and remedies contained elsewhere in this contract, the Government has the rights and remedies described in this section.

If the contractor fails or refuses to perform corrections requested by the Government within the time allowed for such corrections, the Government has the right to impose all terms and conditions of the contract, including action to secure detailed recommendations regarding corrective action from sources other than the contractor. The Government may elect to implement corrective action or to provide services using a source other than the contractor. In these cases, the Government may bill the contractor for any costs incurred by the Government that are directly related to the replacement of the contractor's services or correction of the contractor's unacceptable performance. The Government has the right to make an equitable adjustment to the contractor's invoice.

The contractor shall cooperate fully and shall provide the Government with access to the contractor's site(s) to include access to all Service Enabling

Devices and systems deemed necessary by the Government to diagnose and resolve the problem.

The Government and the contractor will resolve any disputes in accordance with the procedures contained in Section C.3.4.2, Billing Disputes.