

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of --)
)
Contel Advanced Systems, Inc.) ASBCA No. 49076
)
Under Contract No. N60530-90-D-0023)

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OPINION BY ADMINISTRATIVE JUDGE HARTY

Contract No. N60530-90-C-0023 (redesignated N60530-90-D-0023 in January 1996) was awarded by the Navy's Air Warfare Center Weapons Division (NWC), China Lake, CA in September 1990 to Contel Advanced Systems, Inc. (CASI). The contract required CASI to design, install, and maintain a new, state-of-the-art digital switching system known as the Center Telecommunications System (CTS). Performance was divided into two phases: an implementation phase; and an operation, maintenance and administration (OM&A) phase. This is one of a number of appeals¹ that arose from the project and involves the OM&A portion of the contract. CASI seeks \$538,903 for maintaining 500 inactive ISDN line cards. Only entitlement is before us.

Because CASI has failed to establish that it is entitled to recover the additional maintenance charges claimed, we deny the appeal.

FINDINGS OF FACT

Contract Requirements

The contract's Statement of Work (SOW) required CASI to maintain the CTS during OM&A (SR4, tab 1, Attach. 1-SOW, ¶ 3.10.2.1.E). Contract Line Item Number (CLIN) D001 covered pricing for a one-year warranty period, defined as the one year following acceptance. CLIN D002 covered prices for the period after the warranty period. Each of these CLINS contained sub-CLINS, identifying monthly OM&A fees based on incremental ranges of lines, as follows:

D001	CTS OPERATIONS AND ADMINISTRATION DURING WARRANTY PERIOD
D001AA	1 to 9,500 lines
D001AB	9,501 to 11,000 lines
D001AC	11,001 to 12,000 lines
D001AD	12,001 to 13,000 lines
D002	CTS OPERATIONS, MAINTENANCE, AND ADMINISTRATION AFTER WARRANTY PERIOD
D002AA	1 to 9,500 lines
D002AB	9,501 to 11,000 lines
D002AC	11,001 to 12,000 lines
D002AD	12,001 to 13,000 lines

(SR4, tab 2, ex. D)

Under this pricing structure, the appropriate OM&A incremental sub-CLIN had to be incorporated through a contract modification in order to permit CASI to invoice OM&A fees (SR4, tab 1669 at A05024).

Pricing of OM&A—Active Lines Only

Mr. Jeff Babaie, initially CASI's proposal manager and then program manager for the implementation phase of the contract, explained how CASI came up with its pricing for OM&A. He noted there are a number of ways to determine maintenance costs and CASI used one that was common to the industry. First, CASI analyzed the subsystems required by the contract; second, it calculated what kind of spares would be required; and third, it considered what kind of technical labor, as well as management support services, would be required. CASI then developed a number, divided it by the number of lines or ports and came up with a price per line or port. (Tr. 1/219-22, 4/135-37)

The Government always interpreted the contract as providing that only active lines were to be included in the count of “lines” for purposes of OM&A charges. The Navy’s Ms. Mona Lee King, who helped draft the Statement of Work for the CTS solicitation and later became the contracting officer’s technical representative, testified:

[T]he important thing to remember is when the Government set this [OM&A] up, we always thought of lines as an active line.

A line that was connected from a switch with a phone number that worked, to a person’s desk. That is always what our definition was.

Operational—what was operational? What’s practical from anybody’s point of view in operations. And this was set up based on that.

(Tr. 5/232)

Her testimony was in line with testimony from CASI’s program engineer, Mr. Ruhl DeLaet, who was responsible for the design concept of the CTS and the switching system. He testified that maintenance—defined as somebody having to go to a line card and do some corrective work—would not be done on an inactive port or line. (Tr. 1/26-27, 94)

The conclusion that only active lines were to be included in the OM&A charges is buttressed by Clause H-27, “Allowance for Service Interruptions,” which states, “When the use of service is interrupted, a pro rata adjustment (PRA) of the monthly OM&A charges shall be made . . .” (SR4, tab 1 at 39). Only an active line can have service interrupted.

We find that when the contract was awarded, only active lines were to be included in the line count for OM&A charges.

The Requirement to Disconnect, Delete and Store Equipment

CASI’s proposal, incorporated by reference into the contract, repeatedly recognized CASI’s responsibility for performing deletions as directed by the Navy:

The Station/OSP Supervisor is responsible for all maintenance, repair and changes required in the CTS associated with telephones, subscriber workstations, data connections, key systems, maintenance and repair of OSP cabling, and additions and deletions to the CTS as ordered by the Government.

(SR4, tab 3, § 3.1.1 at I.3-7)

CASI promised that it would disconnect equipment as “part of the normal operations function,” as follows:

As part of the normal operations function, Contel will provide data entry and software changes associated with the CTS, relocation of station equipment up to 150 feet of wiring distance (including furnishing of the wiring and terminators as required), and all CTS equipment disconnects and associated activity (warehousing/property management actions).

(SR4, tab 3, § 3.1.1.5 at I.3-19)

Similarly, CASI’s proposal represented that CASI would perform disconnects of equipment as part of CASI’s “normal” OM&A work:

(3) As part of normal OM&A operations function, the following activities shall be performed:

....

(c) All CTS disconnects and associated activity (warehousing/property management actions).

(SR4, tab 3, § 3.5.3 at I.3-54 to -55)

The contract contained several provisions indicating CASI would be responsible for disconnecting, deleting, adding, moving, and storing equipment as directed by the Navy, including clause H-30, “Facilities and Services to be Furnished,” which stated, “[t]he Contractor shall furnish services for additions, moves, changes, and disconnects” (SR4, tab 1 at 41).

Contract clause H-33 required that there be “no charge” for “cancelled or terminated” equipment:

(b) When there is no other requirement[] or foreseeable reuse in place of cancelled or terminated facilities or equipment, no charge shall apply. When feasible, the Contractor shall promptly reuse discontinued channels or facilities, including equipment.

(SR4, tab 1 at 42)

The contract also made CASI responsible for deletion of equipment as part of its operations responsibilities, as follows:

D. Take actions to engineer, modify, add, or delete cabling, equipment, features, and functions as authorized by a D[elivery] O[order].

(SR4, tab 1, Attach. 1-SOW, ¶ 3.10.1 at 40)

System Acceptance

The OM&A portion of the contract was to commence upon system acceptance (SR4, tab 1 at 5). The contracting officer accepted the CTS, and all of its component parts, on 11 May 1992, with a punchlist provision (SR4, tab 2027, Modification No. P00040 at 2; AR4, tab 695; tr. 5/65).

The Government issued Modification No. P00034 pursuant to FAR 43.103(b), effective 11 May 1992, exercising OM&A CLINS D001AA (1-9,500 lines) and D001AB (9,501-11,000 lines) (SR4, tab 2027). Therefore, as of 11 May 1992, the contract was in its warranty phase and the maximum number of lines CASI could charge OM&A fees for was 11,000.

The 2 June 1992 Meeting

By 2 June 1992, a difference of opinion between CASI and the Government had surfaced regarding the number of lines in the switch and what the definition of a line² was for purposes of OM&A charges (AR4, tabs 777, 820, 825; tr. 5/236). Two types of line cards³ were installed in the switch on the CTS: single line cards and integrated services digital network (ISDN) line cards (tr. 1/47-50). A single line card is an analog line card which provides analog-type services, similar to the standard telephone service in a typical residence (tr. 1/49; ex. A-14). An ISDN line card is a digital-type card and supports both voice and data (tr. 1/49-50, 218-19; ex. A-15). In the CTS design each single line card represented one equipped port⁴, while each ISDN line card represented two equipped ports (tr. 1/50-51).

CASI initiated a meeting with the Navy to discuss the billing basis for OM&A. The meeting took place on 2 June 1992. Ms. Ann Niessen, contracting officer, Ms. King, contracting officer's technical representative, and Ms. Ruth Post, contract specialist, attended for the Navy. CASI was represented by Mr. Babaie, Mr. George Hardy, CASI's OM&A manager, and Ms. Teri Morrow, CASI's contract manager. (SR4, tab 1445; AR4, tab 784; tr. 5/175, 234-235) At the meeting, CASI's representatives expressed the opinion that CASI was not being adequately compensated given the amount of outside plant cable (OSP)

and inside plant cable (ISP) installed during the implementation phase of the contract. To compensate it for maintenance on this larger project, CASI asked that the definition of “lines” be changed to mean “equipped ports” for purposes of determining OM&A fees. This pricing method would increase the amount of money CASI would receive because while each single line was associated with one equipped port, the ISDN lines were associated with two equipped ports.⁵ (Tr. 5/175-77, 238) The Navy agreed the project had expanded and CASI’s argument had merit. However, we also find that the Government restated during the meeting that for purposes of OM&A pricing, only active lines, meaning lines which were “operational, connected to a phone, working from the switch” were to be counted. Thus, the Navy agreed to change the basis for charging OM&A from “lines” to “equipped ports” with the understanding that the count for purposes of OM&A charges would still be based only on operational or active equipment. (Tr. 5/177, 238-40)

During the 2 June 1992 meeting, the subject of 500 inactive ISDN lines (representing 1000 equipped ports and earmarked for high speed data) was raised. The Navy representatives explained that the equipped ports could not be counted in the OM&A charges because the lines associated with the ports were inactive. (Tr. 5/240) Ms. Niessen stated that the Navy did not want or need the 500 inactive ISDN lines and directed CASI’s Mr. Babaie to remove them from the switch. Mr. Babaie, however, argued that the cards would be safer if kept in the switch, but not plugged in. Ms. Niessen was concerned the 1,000 equipped ports would show up in the automated count of equipment in the switch. Mr. Babaie promised that the 1,000 equipped ports represented by these cards would not be included in the count for purposes of OM&A charges. (SR4, tab 1445; tr. 5/178, 240) He did not limit or qualify his statement in any way according to the testimony of both Ms. Neissen and Ms. King and if he had, both testified the Navy would never have agreed to change the OM&A payment method from “lines” to “equipped ports” (tr. 5/178, 189, 240-42). Both prepared memoranda shortly after the meeting, consistent with their testimony (SR4, tabs 1444, 1445; *see also* SR4, tab 1443).

As it stood, the contracting officer made it clear that there was no plan to use the inactive 500 ISDN line cards any time soon, the cards should be removed, and they were left in the switch only to accommodate CASI’s request. The testimony is also backed up by notes of the contract specialist, Ms. Post, who was present at the meeting (SR4, tab 1443). Mr. Babaie testified that he made the agreement not to charge for the inactive ISDN lines, but said he was addressing only the warranty period (tr. 4/139-41). He was never asked if CASI planned to remove the inactive cards after the warranty period. No contemporaneous writings reflecting his qualification of the agreement have been produced. We find the testimony of the Government witnesses persuasive. We believe CASI understood, at a minimum, that the Government wanted the cards removed at the end of the warranty period.

We find that the parties’ final agreement at the 2 June 1992 meeting was on an OM&A baseline of 11,979 equipped ports broken down as follows:

<u>Line Card Type</u>	<u>Line Card Quantity</u>		<u>Equipped Port Quantity</u>
Single Line Cards	8,021		8,021
ISDN Line Cards	<u>1,979</u>	x 2	<u>3,958</u>
Total	10,000		11,979

(SR4, tabs 1445, 1782; tr. 5/177, 179)

Developments Following the 2 June 1992 Meeting

Following the meeting, the Government issued unilateral Modification No. P00039 on 17 June 1992, but made it retroactively effective as of 11 May 1992, the first day of the warranty period. The modification changed the contractual definition of “lines” to “equipped ports,”⁶ in order to enable CASI to bill for OM&A on this basis in accordance with its request. The modification also exercised the next pricing increment, sub-CLIN D001AC, for between 11,001 and 12,000 lines, consistent with the parties’ agreement at the 2 June 1992 meeting to a baseline of 11,979. (SR4, tab 2027, Modification No. P00039)

CASI made no complaint about the sub-CLIN increment exercised, and billed for OM&A, following the issuance of the modification, based on the incremental number in sub-CLIN D001AC (between 11,001 and 12,000) (tr. 5/181). If the 500 inactive ISDN lines had been included in the baseline, the count would have been 12,979 and CASI would have been entitled to compensation under sub-CLIN D001AD for increments between 12,001 and 13,000 (SR4, tab 2, ex. D, tab 1445).

Mr. Babaie left the CTS contract in late June 1992 (tr. 4/143, 159). Over the summer and fall of 1992, CASI added 400 additional single-line cards pursuant to Communications Work Orders (CWOs) from the Navy (SR4, tabs 1598, 1494 at 1-2, 1811 at ¶ 2.b.(1)). This brought the total number of equipped ports for purposes of OM&A up to 12,379 (11,979 + 400) and, thereby, moved the count into the next incremental OM&A sub-CLIN, sub-CLIN D001AD (12,001 to 13,000) (SR4, tab 2, ex. D at 2).

In a letter to the Navy dated 18 February 1993, CASI’s contract manager, Ms. Morrow, referring to what she called an “analysis of the current equipped ports,” stated the automated count of 31 December 1992 showed 13,331 equipped ports. At the time of the February letter, she reasoned that the number of equipped ports at system acceptance must have been 12,931 because only 400 single line cards had been added since acceptance on 11 May 1992. This led her to assume the compensable OM&A baseline in Modification No. P00039 was incorrect. However, as discussed *infra*, she later acknowledged in a memo that she was mistaken about the line count. Although Ms. Morrow testified at the hearing, she was not asked any questions about the 18 February 1993 letter, how she arrived at the count she did, or what she herself remembered from the 2 June 1992 meeting.

Nevertheless, in her 18 February 1993 letter, Ms. Morrow only requested that the Navy exercise sub-CLIN D001AD (for 12,001 to 13,000 lines), saying CASI would be submitting requests for additional sub-CLINS for further amounts (SR4, tab 1666; tr. 5/181-82). The Navy's Ms. Niessen did not question the number of 13,331 equipped ports indicated in the 18 February letter because she knew that this "was not necessarily the number we were supposed to be paying for" (tr. 5/182). According to Ms. Niessen, Ms. Morrow's request to move to the 12,001 to 13,000 line increment was still consistent with the original count of 11,979 plus the additional 400, because everyone knew there were 1,000 equipped ports represented by the 500 ISDN cards in the switch at CASI's request and for which CASI had not been invoicing nor the Navy paying (tr. 5/183-84).

After reading the letter, Ms. Niessen saw no need to negotiate anything and simply issued a modification to account for the additional 400 single line cards and incorporate a definition of equipped ports, drafted by CASI personnel (SR4, tabs 1681, 1682, 1686; tr. 5/183). Modification No. P00059, effective 14 April 1993, exercised sub-CLIN D001AD for the next increment, 12,001 to 13,000 (SR4, tab 2027, Modification No. P00059). The modification provided for a period of performance for sub-CLIN D001AD from 1 January 1993 through 10 May 1993 (SR4, tab 1699; tr. 5/183-85). The first data produced about these additional 400 was the count from 31 December 1992, so the parties agreed additional payment for them would run from January 1993 to 10 May 1993 (AR4, tab 784 at 2). The modification also added CASI's definition for equipped port.⁷

The Navy Reminds CASI About the Exclusion of the 500 Inactive ISDN Lines

By letter dated 14 June 1993, CASI requested that the Navy add a new sub-CLIN to the contract for 13,001 to 14,000 lines for "warranty and post warranty periods" (SR4, tab 2033, ex. 13-15). The Navy studied the matter throughout the summer (SR4, tabs 1750, 1757, 1765; AR4, tab 806).

By letter dated 17 September 1993, Ms. Niessen, the contracting officer, reminded CASI about the 2 June 1992 meeting and the agreed OM&A baseline of 11,979, effectuated by Modification No. P00039. She also reminded CASI about the agreement to leave the 500 inactive ISDN cards in the switch, but not count them towards the baseline. She stated the Navy had executed a modification to cover the increment in lines represented by the 400 single line cards added to the system after 2 June 1992 (Modification No. P00059), and that the Navy was currently paying OM&A costs under sub-CLIN D002AD, covering 12,001 through 13,000 equipped ports (the baseline of 11,979 + 400) (Modification No. P00063). She also advised that the Government "does not foresee the need for any additional OM&A lines, over 13,000 in the near future." (SR4, tabs 1778, 2027)

Whatever confusion CASI personnel may have had in February 1993 about what had been agreed to at the 2 June 1992 meeting, by September 1993, that confusion was cleared

up. Ms. Morrow, CASI's contract manager, who attended the 2 June 1992 meeting, confirms Ms. Niessen's recollection of the meeting in an interoffice memorandum dated 22 September 1993 to Mr. Kenneth Roberts, Mr. Babaie's successor:

I do remember that we settled on 11,979 for our count. My notes don't support that we were going to pull cards or leave cards for the data ports However, it is consistent with what we do know and explains the exact port count for the data requirements. If you remember, when I originally started this whole mess back in February 93, we all were at a loss as to explain the 1,000 ports

I do understand the revenue implications if we don't raise the line count 13,001-14,000. But if Jeff [Babaie] settled for the count minus the data ports (11,979), the government has a point in asserting that they have only added a little over 400 single count cards since then.

(SR4, tab 1782, underlining in original)

Mr. Hardy contacted Mr. Babaie, who, according to the interoffice memorandum authored by Mr. Hardy on 23 September 1993, said he did make an agreement at the 2 June 1992 meeting not to charge for the 500 inactive ISDN line cards, but the agreement was limited to the warranty period. The interoffice memorandum does not address what was to happen after the warranty period. (SR4, tab 1784) As noted earlier, Mr. Babaie was not asked at the hearing what he planned to do after the warranty period if the Navy still did not want the 500 inactive ISDN line cards. Furthermore, although Mr. Hardy, who also had been present at the 2 June 1992 meeting, testified at the hearing on several different days, he was not asked about the 2 June 1992 meeting or what his understanding was of the agreement struck by Mr. Babaie.

In a letter dated 28 September 1993, CASI's Ms. Morrow requested that the Navy create a new sub-CLIN to cover the 500 inactive ISDN lines, admitting there had been an agreement not to charge for the 500 inactive ISDN line cards, but arguing it was limited to the warranty period (SR4, tab 1789).

The Navy's Formal Direction to Remove Cards

The parties held meetings and exchanged correspondence, attempting to resolve the issue, but were unsuccessful (SR4, tabs 1806, 1813, 1815; AR4, tabs 823, 824). Finally, in correspondence dated 12 November 1993, the Navy unequivocally directed CASI to remove the 500 inactive ISDN cards. In the letter, the Navy stated its position that the removal was "covered by the requirements of [the] contract." (SR4, tab 1813) CASI replied by letter of

10 January 1994, with a cost proposal of \$11,180.56 for removal of the cards, together with some caveats about warranty and the effects of removal. CASI then went on to say:

CASI would consider absorbing the additional labor costs in exchange for a timetable which would allow CASI to remove the ISDN line cards in conjunction with other tasks.

(SR4, tab 1827; AR4, tab 830)

Internal Navy memoranda reflect the Navy had no problem with CASI removing the cards in conjunction with other work (SR4, tab 1829). It is unclear from the record if this was relayed to CASI in early 1994. However, even when it was clear to CASI that it would be allowed to remove the cards in conjunction with other tasks, CASI continually refused to remove them, alleging its questions about warranty, costs, and subsequently storage were not being answered. CASI finally removed the cards in August of 1995 (*see* SR4, tabs 1853, 1855, 1890, 1894; tr. 4/191-92, 5/95-96). No claim has been made for the cost of removal of the cards.

CASI's Claim

On 1 May 1994, CASI submitted a certified claim for extra OM&A charges to the contracting officer.

On 17 August 1995, CASI filed an appeal under the Contract Disputes Act on the basis of a "deemed denial" and we have jurisdiction on this basis. 41 U.S.C. § 605(c)(5). The contracting officer issued a final decision on 12 December 1995, denying CASI's claim in its entirety (SR4, tab 1898).

CASI alleged in its original claim that it was not paid for maintenance of 500 inactive line cards, and sought \$439,354 in fees as follows:

CLIN D001AE (during warranty)	
5/11/92-5/10/93	\$18,882 x 12 months = \$226,584
CLIN D002AE (after warranty)	
5/11/93-3/10/94	\$21,277 x 10 months = <u>\$212,770</u>
	\$439,354

The accumulated monthly charges grew to \$765,487 by August of 1995, when CASI removed the line cards. In its post-hearing brief, CASI dropped its request for payment of \$226,584 in charges accrued during the warranty period, defined as the one year following CTS acceptance on 11 May 1992.

DISCUSSION

CASI still seeks OM&A fees of \$538,903 for the period after the warranty period (app. br., vol. II at VI-37, VI-39). The Navy's position is that it has paid the proper amount of OM&A fees, based on the agreed upon baseline, which included only active lines. The contract modifications facilitating OM&A payment are consistent with that baseline, as was Navy conduct, and the Navy argues it does not owe CASI any further amounts.

Our findings have undermined the basis for CASI's claim. The parties changed the meaning of "lines" to mean "equipped ports" for OM&A purposes and agreed that the OM&A baseline would be 11,979 equipped ports. The parties' agreement did not include the 500 inactive ISDN lines, representing 1000 equipped ports, for which CASI is now seeking maintenance compensation, at least for some period of time. It is also clear that from the 2 June 1992 meeting forward, the Navy wanted the 500 inactive ISDN cards removed. It is undisputed that CASI's witness, Mr. Babaie, who requested CASI be allowed to leave the cards in the switch in order to protect them, and perhaps in hopes of future growth, assured the Navy that these cards would not be counted in determining OM&A fees, for at least the warranty period. However, Mr. Babaie never testified as to what he thought CASI was going to do at the end of the warranty period, the time frame CASI is now seeking to limit its no charge agreement to. What was to happen at the end of this warranty period? Were they going to take the cards out or leave them in? This question was never addressed and so the answer remains unknown. What is known, however, and what was known by the parties at all relevant times, is that the Navy would not pay for the cards and wanted them removed. In our view, the Government's position at the 2 June 1992 meeting amounted, in effect, to an order to remove the cards after the warranty period. It never varied from that position and CASI had no reasonable basis for assuming otherwise.

CASI argues that it would have removed the cards if the Navy had simply clarified who was to pay for the removal along with where and in what the cards would be stored. We find this argument insupportable in light of contract provisions requiring CASI to remove and warehouse equipment when directed and in view of CASI's willingness to remove the cards without charge if it could do so at its own pace. Moreover, CASI's uncertainty, even if real, is no basis for asserting a right to recover for maintenance fees on equipment the Government made clear it did not want or to continue to claim those charges while seeking clarification.

DECISION

The appeal is denied.

Dated: 23 December 2002

MARTIN J. HARTY
Administrative Judge
Armed Services Board
of Contract Appeals

(Signatures continued)

I concur

I concur

MARK N. STEMLER
Administrative Judge
Acting Chairman
Armed Services Board
of Contract Appeals

EUNICE W. THOMAS
Administrative Judge
Vice Chairman
Armed Services Board
of Contract Appeals

NOTES

¹ See *Contel Advanced Systems, Inc.*, ASBCA Nos. 49071, 49164, and 49772, 01-2 BCA ¶ 31,576; *Contel Advanced Systems, Inc.* ASBCA No. 49072, 02-1 BCA ¶ 31,808; *Contel Advanced Systems, Inc.* ASBCA No. 49073, 02-1 BCA ¶ 31,809. The remaining appeals, in addition to this one, are ASBCA Nos. 49074, 49075, 49603, 50648, 50649, 51048, and 51049.

² In the Glossary, Attachment 5 to the contract, “line” is defined as: “[a] link between a switching entity and a telephone station or other terminal using signals compatible with the CTS network” (SR4, tab 1, Attach. 5 at 17).

³ A line card is defined as a card that is used to provide dial tone to the user and provide the interface through which the user is able to dial and make a telephone call (tr. 1/49).

⁴ A port was defined in the contract Glossary as: “[a] place of access to a device or system where information may be transferred or where the device or system variable may be measured” (SR4, tab 1, Attach. 5 at 20).

5 An “equipped port” is represented by a line card that is located in the switch. Line cards representing equipped ports can be plugged into the switch without being “active.” (Tr. 1/50, 90-91) The contract as awarded did not include a definition of equipped port.

6 Modification No. P00039 stated:

The current definition contained in the Glossary, Attachment 5, of the contract, definition 84, requires modification to include the following:

“The term ‘lines’ as it applies to Exhibits D, F, G, H, and J, is defined as the number of equipped ports in the CTS switching subsystem.”

(SR4, tab 2027, Modification No. P00039)

7 Modification No. P00059 added the following: “Equipped Port—an equipped port is the access to one (1) 64 kilobyte per second (Kbps) channel in the switch” (SR4, tab 2027, Modification No. P00059).

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 49076, Appeal of Contel Advanced Systems, Inc., rendered in conformance with the Board's Charter.

Dated:

EDWARD S. ADAMKEWICZ
Recorder, Armed Services
Board of Contract Appeals