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G.1 ROLES AND RESPONSIBILITIES

The section describes the roles and responsibilities of the Government and the contractor after contract award. Unless otherwise specified, the Contracting Officer has overall oversight of the contract.

G.1.1 Government's Role

The Government reserves the right to modify the roles and responsibilities in this clause at any time without charge to the Government.

G.1.1.1 Agency's Role

With regard to ordering and billing for services, Agencies are responsible for:

1. Placing orders in accordance with the provisions of this contract.
2. Accepting or rejecting the services rendered by the contractor.
3. Paying contractors for services provided if the Agency or Sub-Agency uses direct billing.

G.1.1.1.1 Designated Agency Representative (DAR) Administrator

Each Agency will identify a Designated Agency Representative (DAR) Administrator. The DAR Administrator will be responsible for the following:

1. Maintaining a list of individuals, referred to as Designated Agency Representatives (DARs), authorized to place orders on the contract and the hierarchy code, services and dollar limit of their ordering authority. The DAR Administrator will provide the contractor with the names of the DARs and update the list as necessary according to Section C.3.5.1, Direct Ordering.
2. Providing necessary instructions or training to DARs to ensure that they are fully aware of the requirements and limitations of their ordering authority and understand the ordering procedures at FAR Subpart 16.5.
3. Provide Agency Hierarchy codes for their Agency to their Agency's Networkx contractors

G.1.1.1.2 Designated Agency Representative

The Designated Agency Representative(s) (DAR) is (are) responsible for the administration of the orders issued under this contract and for accepting Networkx services and SEDs on behalf of the Agency. The DAR(s) for each Agency will be identified by the Agency's DAR Administrator and will be subject to the rules, regulations, and conditions promulgated and enforced by that Agency and the terms and conditions of the contract. The specific authority granted to each DAR will be provided to the contractor in writing by the Agency's DAR Administrator through the DAR List and User Registration, in accordance with Section C.3.5.1, Direct Ordering. . An Agency Contracting Officer shall be appointed as a DAR to have authorization to place orders under this contract. GSA Networkx PCOs and ACOs are permitted to place orders without being appointed a DAR.

G.1.1.1.3 Local Government Contact (LGC)

Local Government Contacts will coordinate the availability of Government-Furnished Property and provide access to contractor personnel to Agency sites as required. The LGC may also accept services ordered by the Agency.

G.1.1.1.4 Service Coordinator (SC)

The Government may designate a Service Coordinator (SC) on an order for service to provide liaison and coordination for the services being requested. An SC may not change or modify an order.

G.1.1.1.5 Network Management Contact

The Network Management Contact is an Agency representative to whom the contractor shall provide notifications of network changes and network problems and who will access the contractor's configuration information (Reference Section C.3.3).

G.1.1.2 General Service Administration's Role

The General Services Administration's (GSA's) primary role is contract administration. GSA is responsible for administering this contract and will modify the contract as necessary. Additionally, GSA will:

1. Ensure compliance with contract requirements,
2. Place orders on the Agency's behalf, if so requested,
3. Assist in expediting orders,
4. Resolve conflicts between the contractor and the Agency if necessary,
and
5. Pay the contractor for Agencies using centralized billing.

G.1.1.2.1 Contracting Officer

The GSA Contracting Officer has overall responsibility for administering the contract. The right to issue contract revisions, change the terms and conditions of the basic contract, terminate the contract, exercise option renewals, and approve subcontractors is reserved solely for the GSA Contracting Officer unless otherwise delegated in writing to an Administrative Contracting Officer (ACO).

The GSA Contracting Officer is:

Robert F. Abood
General Services Administration
Network Contracting Officer
Federal Acquisition Service
10304 Eaton Place (Room 3C-02)
Fairfax, VA 22030-2337
Telephone Number: (703) 306-6461
Email address: robert.abood@gsa.gov

G.1.1.2.2 GSA Program Manager

The GSA Program Manager will provide central technical oversight and management regarding this contract to the contractor, GSA, and Agency customers. The name and address of the GSA Program Manager will be provided at the time of the Notice to Proceed.

G.1.1.2.3 GSA Contracting Officer's Representative (COR)

A GSA COR, sometimes called Contracting Officer's Technical Representative (COTR), will be designated on authority of the GSA Contracting Officer to monitor certain technical aspects of the contract. The types of actions within the purview of the GSA COR's authority include:

1. Ensuring that the contractor performs the technical requirements of the contract.
2. Performing or causing to be performed inspections necessary to monitor performance under the contract.
3. Monitoring the contractor's performance under the contract, including SLA compliance, and notifying the contractor and the Contracting Officer of any deficiencies observed.
4. Coordinating availability of GSA-Furnished Property and providing for entry to contractor personnel to GSA sites as required.

A letter of delegation will be issued by the GSA Contracting Officer to the GSA COR, with a copy supplied to the contractor, stating the COR's responsibilities and limitations.

The COR's authority does not include the ability to authorize work not already in the contract or to modify the terms and conditions of the contract.

G.1.1.2.4 GSA Account Representative

The Account Representative works with Agencies to inform them of service offerings of the FTS Network Contractors.

The Account Representative's authority does not include the ability to authorize work not already in the contract or to modify the terms and conditions of the contract.

G.1.1.2.5 Global Account Manager

The FTS manager assigned to an Agency account that provides customer support required for implementation and maintenance of Network services.

G.1.2 Contractor's Role

The Contractor shall provide supervision for all contractor-supplied personnel on orders. The Government will not directly supervise contractor personnel.

G.1.2.1 Program Manager

The contractor shall have one Program Manager who shall be available to respond promptly and fully to the Government's requirements. The Program Manager shall be responsible for the overall management of the Network contract as described in Section H.12.

G.1.2.2 Contractor Points of Contact

The contractor shall provide a list of all points of contact with the Government according to the requirements in Section C.3.2, Program Management.

G.2 AGENT FOR THE GOVERNMENT

If the Government selects the contractor to act as the Government's liaison, the Contracting Officer will provide a Letter of Agency within fifteen (15) calendar days after the notice to begin transition or removal activities as appropriate.

The contractor shall act as the Government's liaison with telecommunications carriers for activities including but not limited to installation and maintenance of services, equipment, locations, and activities necessary for restoration of service caused by faulty circuitry and equipment.

Additionally, the Letter of Agency will empower the contractor to coordinate transition, migration, removal, and/or implementation activity as follows:

1. At user locations, all preparations with contractors of the current Federal Telecommunications System 2001 (FTS2001) services, Metropolitan Area Acquisition (MAA) services or other contract services that are necessary to accomplish the transition of existing services to the contractor's services.
2. All preparations necessary to migrate or implement all other services at user locations.
3. Resolve problems with other Government contractors, including but not limited to other FTS Network Universal or Network Enterprise contractors.

G.3 CONTRACT MODIFICATIONS

Changes to the contract may be initiated at any time by the contractor or the Government. Based on Agency needs, market research, industry trends, or discussions with contractors, the Government may decide to add new services to the Networx contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, the Government will issue a request for contract modification proposals stating what the Government's needs are and the contractor will be encouraged to respond.

The contractor at any time during the life of the contract may also submit unsolicited contract modification proposals for new services or capabilities, and the Government will consider those proposals.

The contract modifications guidelines are in Attachment J.4.

G.4 ORDERING

G.4.1 General

Individual orders will describe services to be performed or supplies to be delivered so that the full price for the performance of the work can be established when the order is placed. Orders will be within the scope of the contract, will be issued within the period of performance, will be within the maximum value of the contract, and will follow the fair opportunity process as described below.

Orders will be placed with contractors following established ordering procedures (see Section C.3.5). Orders may be placed using any medium specified in the contract. Orders may be issued any time during the term of the contract or any extension. All orders issued before the end of the contract term shall be honored and performed by the contractor, following the terms and conditions of the contract.

All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall prevail. By placing an order, Agencies grant GSA the right to have access to any Customer Proprietary Network Information (CPNI) which GSA requires to administer the contract or manage the Networx Program.

Agencies should review Section J.15 of this contract and their own Agency regulations to ascertain if there are additional requirements placed upon them for using this contract.

The contractor shall maintain copies of all service orders for the period ending three years after the last Government payment made under this contract.

The Government may not synopsise orders or advise all contractors of all orders placed.

G.4.2 Fair Opportunity Process

Authorized users (or GSA acting on their behalf) will use the following fair opportunity process as specified below in placing Networkx orders to provide all contractors that offer the required services and coverage a fair opportunity to be considered for an order.

Agencies will neither aggregate orders nor split orders in order to “pre-select” or influence which contractor is selected as a result of the fair opportunity process.

Formal evaluation plans or scoring of quotes or offers are not required. However, the amount of acquisition planning and evaluation should be commensurate with the estimated value and importance of the order.

The Agency’s order placement decision may be based on either:

1. Total price or cost alone (which may include price-related factors), or
2. Some combination of technical, past performance, and price or cost. (For example, a decision to order a new data network interconnecting multiple locations may weigh technical issues more highly than a decision to install a single link between two locations where technical issues may be less complex). Consideration of total price or cost to the Government must be included.

To make the order placement decision, the Agency will consider available information, including but not limited to, the contractor’s Web site, contract award evaluation data, contract data, output from Government order placement decision support tools, output from contractor order placement decision support tools, other current contractor-provided information (e.g., marketing materials, product specifications, etc.) and post-award performance data (if available). The contractor is encouraged to maintain the currency of information presented to the Government. The Government may rely on these systems and the data contained therein when making ordering decisions. The Agency may hold discussions, whether oral, written or a combination of the two, with all contractors that offer the services to be ordered. The Agency may also, if desired, request proposals, either oral or written, from all contractors that offer the services to be ordered under this procurement.

The Government intends to place orders for the initial Networkx requirements (i.e., requirements that are transitioning from FTS2001 and Crossover contracts to Networkx) using the process described above. In addition, technical, cost, and past performance considerations associated with transition will be significant factors in arriving at the decisions made by the Government associated with initial requirements placement.

If the Agency discovers that its needs cannot be satisfied by use of existing CLINs alone, the Statement of Work Process (Reference Section G.4.5, Statement of Work) shall be followed.

Fair opportunity decisions for transition and other project orders, bulk orders, multiple orders placed simultaneously, and orders resulting from a Statement of Work (Section G.4.5) will be documented by Agency Contracting Officers. Agency Contracting officers may describe the basis for future exceptions to fair opportunity (as described in Section G.4.3) to facilitate ordering by Agency DARs when ordering additional services, in accordance with 41 USC §253j, who may not be warranted. Agency Contracting Officer described exceptions must appear on all orders administrated by non warranted DARs.

The Government reserves the right to modify this process and will notify the contractor of any such modifications in advance of any orders being placed using the modified process without additional cost to the Government.

G.4.3 Exceptions to the Fair Opportunity Process

Orders may be issued without the fair opportunity process whenever circumstances warrant the exercise of any exception set forth in 41 United States Code (USC) §253j. The table below describes the possible exceptions and examples that an Agency may determine apply under this contract.

Certain Agencies may have additional requirements for use of an exception to the fair opportunity process. Under those circumstances, the Agency or an Agency conducting the fair opportunity process on behalf of another Agency must meet the Agency’s additional requirements. Agencies will consider the following in conducting and documenting the fair opportunity order placement decision. These examples are provided only for illustrative purposes:

| Exception Provided for by 41 USC §253j | Examples that Qualify as Exceptions |
|--|--|
| Unusual urgency that would lead to unacceptable delays | <ul style="list-style-type: none"> • Natural disaster or other emergency • Military/mobilization • Immediate short-term need arising on short notice |
| Only one capable contractor | <ul style="list-style-type: none"> • Only one contractor offers service • Only one contractor offers service to locations needed • Only one contractor can demonstrate it is capable of providing service as required by user or to required locations |
| Economy, efficiency, and logical follow-on to an order already issued under Fair Consideration | <ul style="list-style-type: none"> • Orders associated with any moves, additions, changes, or similar needs • Incremental orders for same or new service to locations where service already exists or has been ordered • Orders placed to minimize inefficiencies or additional costs that would result from introducing multiple maintenance, operations, training, network management, or other support systems • Orders placed to augment or maintain engineering and operational integrity of established telecommunications |

| Exception Provided for by 41 USC §253j | Examples that Qualify as Exceptions |
|---|--|
| | capability |
| Need to satisfy Minimum Revenue Guarantees (MRGs) | <ul style="list-style-type: none"> • Self explanatory |

G.4.4 Protests and Complaints

For task orders of ten (10) million dollars or less no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 U.S.C. 2304c(d) and 41 U.S.C. 253j(d)). All task orders in excess of ten (10) million dollars may be protested to GAO.

GSA has appointed an order ombudsman has been appointed to review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures set forth above. The order ombudsman is a senior GSA official who is independent of the GSA Contracting Officer. The order ombudsman does not have the authority to overturn ordering decisions or to adjudicate formal contract disputes.

G.4.5 Request for Quotation, Statement of Work, or Statement of Objectives

It is expected that from time-to-time Agencies will require services that, although within the scope of the contract, either cannot be obtained by placing an order for established CLINs or where additional value may be delivered by a particular application of existing CLINs. In these cases, the Government may employ a Request for Quotation (RFQ), Statement of Work (SOW), or Statement of Objectives (SOO) process in conjunction with contract modification and fair opportunity order placement processes. The RFQ, SOW, or SOO will be performance-based to the greatest extent possible. After issuance of a Statement of Work, an Agency holds discussions with all contractors that offer the services. The Government intends to place orders for these cases using the fair opportunity process described above with the following modifications:

1. Written RFQs, SOWs, or SOOs will always be used. The entire RFQ, SOW, or SOO package will be reviewed by the GSA CO and the GSA CO will issue an initial scope determination and the Agency notified. Once the determination that the RFQ, SOW, or SOO is within scope is issued, the RFQ, SOW, or SOO package will be released by the GSA Contracting Officer to the contractors. Any non-administrative amendments to any of the information already released must be submitted to GSA for additional within-scope determination. An amended RFQ, SOW, OR SOO package

will then be issued by GSA to the Network contractors as requested by the Agency. Should an Agency call their information by any other name the information will be treated like an RFQ, SOW, or SOO package.

2. Contractors that do not provide the requested proposal, including a proposal describing their proposed approach to meeting the Agency's requirements within 30 business days or a different interval specified in the RFQ, SOW, or SOO will not receive further consideration for placement of the order.
3. Once the Agency has made the order placement decision, the Agency will notify GSA of its selection decision, and the Agency must notify the contractors of its decision for any orders in excess of five million dollars and conduct debriefings if requested by the contractors. A Contract Modification, as necessary, will be negotiated prior to the placement of an order in accordance with Attachment J.4.

Any changes to the RFQ, SOW or SOO, expansion of the original requirement during the fair opportunity process will require an additional scope review by the GSA CO. There will be a final scope determination prior to the award of the contract modification.

G.5 BILLING

The contractor shall send invoices directly to the address (electronic mail or physical address) designated by the Agency for direct-billed customers or to the GSA for centrally-billed customers. The GSA will distribute the invoice to the Agency and pay the contractor.

The contractor shall request from the Agency or Sub-Agency an explanation for its hierarchical billing and invoicing and a list of its Agency Hierarchy Codes and their structure and the contractor shall provide hierarchical invoicing which meets those requirements.

G.5.1 Direct Invoice

DESIGNATED BILLING OFFICE ADDRESS OR IDENTIFICATION FOR DIRECT BILLING AGENCIES

Bills will be sent directly to the offices designated by the direct-billed Agencies. Billing data requested by the Agencies is to be sent to a designated address. This will be determined at the time the order is placed.

In addition, the contractor shall send a copy of the billing data for direct-billed Agencies in addition to centralized billed customers to the GSA to an address that will be specified at the time the order is placed.

G.5.2 Centralized and Direct Invoice Instruction

The contractor shall include the delivery/task order number on each invoice. Additionally the contractor shall include the TP number only on the Centralized invoice. The TP number is assigned by the Government at the time of delivery/task order award.

In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract, the following information or documentation shall be submitted with each centralized or direct invoice:

1. Billing data as agreed between the contractor and the Government, which provides the data elements described in the Section J.12.
2. Information necessary to enable the Government to make payment by wire transfer in accordance with the Electronic Funds Transfer Payment clause of this contract.

G.5.3 GSA Management Service Fee (GMS)

The contractor shall collect the GMS fee from direct-billed customers on a monthly basis throughout the life of the contract. The fees may be a percentage, a set fee, or combination thereof. The fees will be applied to equipment, services, or any other billed charges.

This fee collection requirement is subject to the following:

1. The total amount of the fee shall be based on the amount billed to the Agency.
2. The fees shall be included in the billed price of equipment, services, or any other billed charges, unless identified and directed by the GSA Contracting Officer for Networx.
3. The GSA will give the contractor the initial GMS fee structure at the time of the Notice to Proceed. The Government reserves the right to adjust the GMS fee at any time during the life of the contract. The GSA will evaluate the GMS fee at least on an annual basis. The contractor shall effect the addition, adjustment, or deletion of a fee only upon written notice of the GSA Contracting Officer for Networx. The contractor shall implement the revised fees to be effective for invoicing within two complete billing cycles from the date of written notice of the GSA Contracting Officer for Networx. The contractor shall add, adjust, or delete the fees at no additional cost to the Government.
4. The contractor shall forward the fees to the GSA by electronic funds transfer. The contractor shall notify the recipient by Internet email within 24 hours of completion of the transfer. The name and the Internet address of the recipient will be provided to the contractor at the time the order is placed. The contractor shall indicate in the email the net eligible fee amount and the month that this fee reflects. Collection and supporting

documentation shall be subject to audit as defined in FAR 52.215-2 (Audit and Records).

5. The contractor shall forward payment via electronic funds transfer within 60 calendar days of the close of each calendar month for which the fees apply.
6. If the full amount of the fees, based on the amount billed to direct-billed customers, is not paid within the period specified by item 5 above, the nonpayment shall constitute a contract debt to the United States Government under the terms of Subpart 32.6 of the FAR. Interest shall be due and payable by the contractor on the entire amount owed at the prevailing U.S. Treasury rate. This interest calculation shall begin on the last calendar day of the month it is owed and shall continue until the entire amount owed is collected. The Government may exercise all rights available to it under the Debt Collection Act of 1982.
7. Failure to pay the fees in a timely manner may result in termination of this contract for default under FAR 52.249-8, Default (Fixed-Price Supply and Service).

G.5.4 Archival

The contractor shall retain copies of all billing data, hardcopy, letters, email, memorandums, adjustment data and other data pertaining to the billing of contract services as specified in Section G.5 (Billing) for ten years from expiration or termination of the contract.

G.6 Payment of Invoices by Government

G.6.1 EFT Payment Arrangements

The contractor shall register in the Central Contractor Registration system (CCR), which is a central database of data in support of Agency missions, prior to being awarded a contract. The registration form is at www.ccr.gov and requires the contractor's Data Universal Numbering System (DUNS) number.

The contractor shall accept payment of invoices via EFT. This contract will provide for payment request by the contractor through <http://www.finance.gsa.gov/defaultexternal.asp> web page. The contractor shall register on this website and provide information required to receive payment via EFT.

The contractor shall make separate arrangements for payment of the centralized invoice and for each direct-billed invoice. The contractor shall request payment for one invoice for centralized billing and one invoice per Agency/Sub-Agency. The contractor shall clearly mark copies of invoices to ensure that they are not interpreted as multiple requests to pay.

The contractor shall make separate arrangements for payment of the centralized invoice and for each direct-billed invoice. Information required may include, but is not limited to, Designation of Office of Government Receipt of EFT Information, Payment by Third Party, and Multiple Payment Arrangements.

GSA will start the Prompt Payment clock according to FAR requirements (Section I.1.62, 52.232-25) when the Invoice and Detail Billing files have been delivered to the GSA. See C.3.6.2 Centralized Billing.

G.6.2 Billing Disputes

Billing disputes identified under this contract will be resolved according to Section C.3.6.3 Billing Disputes and Adjustments.

For those disputed amounts for which the Contracting Officer issues a decision under the Contracts Disputes Act (CDA), the Government will withhold from a subsequent invoice an amount equivalent to the disputed amount. This type of dispute is a CDA contract dispute to be managed by the Contracting Officer. It is not a Routine Billing Dispute.

G.6.3 Government-Wide Purchase Card Payments

When authorized by the Government for telecommunications purchases, the contractor shall permit the GSA, who manages the centralized billing option, and all Agencies and Sub-Agencies using the direct-billing option, to pay telecommunications invoices by using an approved Government-wide Purchase Card (also known as a Payment by Third Party). The GSA SmartPay® contractors and effective dates will be provided to the contractor at the time of the Notice to Proceed.

The contractor shall coordinate with its bank to obtain the appropriate Standard Industrial Classification code for the services provided under the contract and establish its Government-wide Purchase Card (financial) procedures with its financial institution to ensure acceptance of such payments for invoices.

G.7 DELIVERABLES

Required contractual deliverables, including required monthly, semi-annual, and annual reports, are listed in Section F of this contract. Included is name of the deliverable, a reference to the section(s) of the contract where it is specified in detail, and a statement of when the deliverable is first due and how frequently it shall be updated.

G.8 SALES AND MARKETING

The contractor is responsible for ongoing sales and marketing during the life of this contract. This effort shall commence not later than 30 calendar days following the Notice to Proceed.

The contractor is responsible for ongoing marketing efforts during the life of this contract as specified below:

- All marketing brochures shall conform to the requirements of the GSAM 552.203-71 and be approved by the Contracting Officer prior to issuance.
- Contractors shall not charge marketing costs as a direct cost item.
- Approval for marketing by the contractor does not obligate GSA to undertake, under this contract, any potential work identified.

The contractor shall prepare and give formal presentations to prospective customers when requested by the Government. These presentations will be consistent with materials previously reviewed and approved for use by the Contracting Officer. The contractor shall also conduct marketing calls, and provide informal program and contract briefings.

The contractor shall provide marketing materials that will enhance program and service visibility. The types of marketing materials may include brochures, pamphlets, visual aids, and other literature. The contractor shall provide sample marketing materials prior to distribution. The Government will have five working days to review and approve materials.

The contractor shall participate in at least two trade shows/exhibitions per contract year. The Contracting Officer shall be notified at least two weeks prior to a show/exhibition in which the contractor plans to participate.

G.9 RESERVED

G.10 CONTRACT CLOSEOUT

Contract closeout will be accomplished within the guidelines set forth in:

- FAR Part 4 Administrative Matters
- FAR Part 42 Contract Administration and Audit Services
- GSA Order OGP 2800.1, Appendix 507A or successor(s)
- GSAM Subpart 504.8

The Contracting Officer will determine that the following conditions have been met:

1. The contractor has completed provision of the required services, service has been terminated, and no additional deliverables will be provided.
2. The contractor's final invoice has been submitted.
3. The contractor has been paid and all billing dispute issues have been resolved.
4. The contract is neither in litigation nor under appeal.
5. The contract period has expired.