

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 | |
|---|--|---|---|-------------------------------------|--|--|
| 2. AMENDMENT/MODIFICATION NO. PA05 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY U.S. General Services Administration 1800F Street NW – 4th floor (QTAFa) Washington, DC 20405-0001 Attn: Laura E. Seals (703) 306-6461 | | CODE QTAFa | 7. ADMINISTERED BY (IF OTHER THAN ITEM 6) U.S. General Services Administration 1800F Street NW – 4th floor (QTAFa) Washington, DC 20405-0001 Attn: Laura E. Seals (703) 306-6461 | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) EPS 78 Apple Street Tinton Falls NJ, 07724-2600 112617899 | | | | <input type="checkbox"/> | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | <input type="checkbox"/> | 9B. DATED (SEE ITEM 11) | |
| | | | | <input checked="" type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q12NSD0009 | |
| CODE: | | FACILITY CODE: | | <input checked="" type="checkbox"/> | 10B. DATED (SEE ITEM 13) October 21, 2011 | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | |
| <input type="checkbox"/> The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If Required) | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14 | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103 (b). | | | | | | |
| <input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3) Bilateral Modification by Mutual Agreement Between the Parties | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is NOT is required to sign this document and return <u>1</u> copy to the issuing office. | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <p style="text-align: center;">SEE CONTINUATION SHEET</p> | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | |
| 15A. NAME AND TITLE OF SIGNER | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER Laura E. Seals, Contracting Officer | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| | | |  | | 4/11/13 | |
| (Signature of person authorized to sign) | | | (Signature of Contracting Officer) | | | |

The purpose of this Modification is to reflect the following changes:

1. Section G.1.3, Contracting Officer **address**, is revised to read:
U.S. General Services Administration
1800F Street NW
4th floor/ (QTAF A)
Washington, DC 20405-0001

All subsequent modifications shall reflect this updated address.

2. The total estimated dollar value of the contract is unchanged by this modification.

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G.1 Authorized Users

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user for orders over the micro purchase threshold, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, September 17, 2009, as modified from time to time.

G.1.1 Roles and Responsibilities

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.1.2 GSA Program Manager

The Government has appointed a Program Manager, who shall perform various programmatic functions for the overall success of the CONNECTIONS II program. The Program Manager has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.1.3 GSA Procuring Contracting Officer (PCO)

The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions described in FAR 42.302.

Dinaira M. Borba
dinaira.borba@gsa.gov
Connections II Contracting Officer
U.S. General Services Administration
1800F Street NW – 4th floor (QTAF)
Washington, DC 20405-0001
~~Connections II Contracting Officer~~
~~General Services Administration~~
~~Federal Acquisition Service~~
~~10304 Eaton Place~~
~~Fairfax, Virginia 22030~~

In the event that the designated Contracting Officer is unavailable to sign a contract action, GSA reserves the right to authorize another warranted Contracting Officer to sign on their behalf.

G.1.4 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO by the PCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order shall provide a copy of the applicable delegation of authority.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required delegation by requesting a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.1.5 Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR)

The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR/COTR has no actual, apparent or implied authority to bind the Government.

G.1.6 Ombudsman

Pursuant to FAR 16.505 (a)(9)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million. Note: this authority to protest expires on May 27, 2011, unless extended.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the PCO or OCO.

The Ombudsman is:

Task and Delivery Order Ombudsman
Office of the Chief Acquisition Officer
U.S. General Services Administration
1800 F Street, N.W.
Washington, DC 20405

G.1.7 Contractor's Points of Contact

The contractor shall maintain an organizational structure for management and administration of the contract. A list of all points of contact with the government shall be provided in the proposal. The contractor shall provide the PCO with an updated list of all points of contact within one business day after any change to this list.

G.2 Contract Modifications

Changes to the contract may be initiated at any time by the contractor or the government. The government may order changes within the scope of the contract in accordance with Section I FAR 52-243.1 CHANGES – FIXED-PRICE OR FAR 52-243.3 CHANGES – Time-and-Materials or Labor-Hours.

G.2.1 Basic Contract Modifications

The contractor may add or delete equipment or labor categories at any time. However, if the contractor proposes to discontinue an equipment item that has been installed under the contract, it must be maintained for at least one more year in accordance with Section C.2.1.9 (Warranty Service) or as otherwise specified in the order(s). The warranty shall begin at the time the final system acceptance form is signed.

The contractor shall propose any contract modifications to the PCO in accordance with the instructions provided to Connections II industry partners.

Proposals to modify the contract shall consist of two parts:

1. A cover letter that:
 - a. Includes the contract name and number, the name of the submitting organization, and the date of submission
 - b. Summarizes the proposed change
 - c. Includes a statement addressing the urgency of the request (as needed)
 - d. Includes a statement identifying the benefit to the government of the proposed contract modification
 - e. Includes a statement that submitted files are virus free
 - f. Provides information to demonstrate that new/changed prices are “fair and reasonable.” (A URL to commercially available price information is recommended.)
2. Tables prepared in the Connections II Hosting Center (CNX II HC), in accordance with Section B.3, for each type of Contract Line Item Number (CLIN) affected. All table fields in the database shall be appropriately populated. Prices shall be submitted for evaluation, excluding Associated Government Fee (see Section G.5.2).

The contractor shall submit each proposal package via the Connections II Hosting Center (CHC).

Proposed contract modifications will not be binding until approved by the contractor and the PCO and formalized by a Standard Form 30 (Amendment of Solicitation/Modification of Contract). The contractor shall ensure that approved product or service changes are stated correctly on the contractor’s Connections II web site.

Questions concerning proposal submission requirements or for obtaining status information regarding a particular proposal submission shall be submitted via e-mail to the PCO (see Section G.1.3).

G.2.2 Service Improvement Modifications

1. After Contract award, the government may solicit, and the contractor is encouraged to propose independently, improvements to the skills, services, features, or other requirements of the Contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the government. As part of the proposed changes, the contractor shall submit a price proposal and revisions to the technical proposal to the PCO for evaluation. Those proposed service improvements that are acceptable to the government will be processed as modifications to the Contract.
2. At a minimum, the following information shall be submitted by the contractor with each proposal:
 - a. A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each. This

- description shall include, in the case of addition or changes to skill categories, a brief description of the new or changed skill, clear and concise explanation of pricing methodology. Supporting documentation may include data such as recognized national or regional surveys as well as studies of professional, public, and private organizations, used in establishing the proposed rate and compensation structure. The government may supplement the information provided in the proposal through Dunn and Bradstreet reports, DCAA audits, available industry market rates, or other available means.;
- b. Itemized requirements of the Contract which must be changed if the proposal is adopted, and the proposed revision to the Contract for each such change;
 - c. An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - d. An evaluation of the effects that the proposed changes would have on collateral costs to the government, such as government-furnished property costs, costs of related items, and costs of maintenance, operation, and conversion (including government-premise equipment);
 - e. A statement of the time by which the Contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this Contract including supporting rationale; and
 - f. Any effect on the Contract or completion time or delivery schedule shall be identified.
3. The government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any proposal not accepted by the government within the period specified in the proposal. The decision of the PCO as to the acceptance of any such proposal under this Contract is final and not subject to the "Disputes" clause of this Contract.
 4. The PCO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to the Contract. Unless and until a modification is executed to incorporate a proposal under the Contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing Contract.
 5. If a proposal submitted pursuant to this clause is accepted and applied to this Contract issued hereunder, the equitable adjustment increasing or decreasing the Contract price shall be in accordance with the procedures of the "Changes" clause. The resulting Contract modification will state that it is made pursuant to this clause.

G.3 Ordering

The contractor shall respond to RFQs issued by the OCO. The contractor shall maintain an

Internet-accessible, browser-based means for customers to obtain price quotes, place orders, track orders, change or discontinue them. Contractors are encouraged to use the same e-business practices that they use to support their commercial customers. The required level of support shall include maintenance and updates of Connections II equipment and labor within one business day after any contractual changes are approved by GSA.

G.3.1 Ordering Procedures

Ordering procedures must comply with the following:

(a) FAR 16.505;

(b) Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39).

(c) The Ordering Contracting Officer (OCO) shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

(d) Time and Material type Task Orders require the OCO prepare a determination and findings per FAR 16.601(d).

(e) If the contractor proposes pricing on in-scope items (i.e., equipment, labor, delivery costs) not already priced in the contract (un-priced items), the OCO will use FAR 16.505(b)(3) Pricing Orders to determine price reasonableness in accordance with FAR 15.4.

(f) All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense.

(g) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

(h) *Maximum order.* The Contractor is not obligated to honor: (1) Any order for a single item in excess of \$100 Million; (2) Any order for a combination of items in excess of \$100 Million; (see I.6 FAR 52.216-19)

(l) Basic steps to awarding a task for a performance based contract are as follows:

1. Develop requirements
2. Conduct Market Research
3. Develop a Statement of Work and Independent Government Estimate
4. Ensure Fair Opportunity, FAR, and contract compliance
5. Issue order
6. Assure delivery and payment

G.3.1.1 Fair Opportunity

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2).

G.3.1.2 Order Contents

Each written task order will contain, at a minimum, the following elements:

1. Date of Order
2. Contract Name and Number
3. Ordering Agency/Division/ Branch
4. Job/Task Description
5. Item Numbers, quantities, unit prices, deliverables
6. Period of Performance
7. Place of Performance
8. OCO and other responsible officials with phone numbers

G.3.1.3 Order Types

Task orders may be Fixed Price or Time and Materials. Cost Reimbursement task orders are NOT allowed under this contract.

G.3.1.4 Orders involving Installation Support

As stated in C.1.3 construction, alteration, and repair support services are only in scope as necessary to offer an integrated telecommunications solution provided that it is integral to and necessary for the effort stated in the task order. If an order requires installation support the following needs to be applied at the order level.

- (a) Installation Support task orders may be subject to the Service Contract Act (SCA) and the Davis-Bacon Act (DBA) if-
 - (1) The task order is principally for services but also requires a substantial and segregable amount of construction, alteration, renovation, painting, or repair work; and
 - (2) The aggregate dollar value of such construction work exceeds or is expected to exceed \$2,000 for DBA and \$2,500 if SCA.

- (b) SCA coverage under the contract. Task Order installation support requirements, may be subject to the SCA. Incorporate SCA clauses and minimum wage and fringe benefit requirements to all task orders for such maintenance and support work.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Service Contract Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

- (c) DBA coverage under the contract. Contract construction, alteration, renovation, painting, and repair requirements (i.e., dry wall installation, building structural repair, paving repairs, etc.) are subject to the DBA. Incorporate DBA clauses and minimum wage requirements to all contract service calls or orders for construction, alteration, renovation, painting, or repairs to buildings or other works.

The Connections II contract does not include wage determinations or all applicable clauses for labor categories subject to the Davis Bacon Act. Each task order must be tailored to include the appropriate clauses and wage determinations.

- (d) Repairs versus maintenance. Some contract work may be characterized as either DBA painting/ repairs or SCA maintenance. For example, spot painting, or minor patching of a wall could be covered by either the DBA or the SCA. In those instances where task order requires construction trade skills (i.e., electrician, carpenter, plumber, painter, etc.), but it is unclear whether the work required is SCA maintenance or DBA painting/ repairs, apply the following rules—

- (1) Individual task orders which will require a total of 32 or more work-hours to perform shall be considered to be repair work subject to the DBA.
- (2) Task orders which will require less than 32 work-hours to perform shall be considered to be maintenance subject to the SCA.
- (3) Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work-hours required.

- (e) The determination of labor standards application shall be made at the time the task order solicitation is prepared in those cases where requirements can be identified. Otherwise, the determination shall be made at the time the task order is placed against the contract. The awarded task order shall identify the labor standards law and contract wage determination which will apply to the work required.
- (f) Contracting officers may not avoid application of the DBA by splitting individual tasks between orders or contracts.

G.3.1.5 Government Use of Credit Cards

The contractor shall permit all authorized users (see Section G.1) to purchase Connections II products and services using government credit cards in accordance with ordering agency policy

G.3.1.6 Task Order Requests

Task Order Requests (TOR) will be issued by the OCO and will define the place of performance. Also included will be the Statement of Work (SOW) that describes the technical requirements for deliverable products, performance standards, and acceptance criteria. This request also will include customer benchmarks (as applicable), and performance requirements in detail, sufficient to permit accurate estimation of cost, work hours, computer time, other resources, a schedule, completion date, and the total price. The contractor may be required to commit to a Service Level Agreement. (See G.3.1.1 Fair Opportunity)

G.3.1.7 Task Order Period of Performance

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Orders may be placed for over 5 years in length only if the OCO has fulfilled all of their agency policy and FAR requirements prior to issuing the order (e.g., this may require a D&F, etc). No existing Orders may extend more than five (5) years after the expiration of the Basic Contract. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17 and any applicable funding restrictions. For orders extending beyond the Basic Contract expiration date in accordance with FAR 52.216-22, there shall be no increases to the year 10 prices for labor and equipment specified in Section B.

G.4 Administrative Reports and Meetings

G.4.1 Order Status Reporting

The contractor shall submit monthly order status reports via the online GWAC Management Module (GMM), for Self Service and Assisted Service orders. The report will contain order, financial, and delivery information pertaining to the order. The first monthly order status report is due within 30 days after the first order is received. Thereafter, the contractor shall update the order status monthly, with updated deliverable information, until the period of performance of the order has expired. Section J.2.1 provides detail description of the required information that will be captured in the report.

G.4.2 Associated Government Fee (AGF) Submittal and Payment

The contractor shall populate the AGF payment allocations made for each order via the GMM pay.gov capability. Where AGF for multiple invoice payments is due, contractors may consolidate the AGF owed into one Electronic Fund Transfer (EFT).

G.5 Billing

Detail billing requirements are defined in Section C.3.4.

G.5.1 General Billing Requirements

A proper bill for each order shall be submitted not later than the fifteenth day of the month following acceptance by the OCO of a product or service delivered under the contract. The government requires evidence that each charge has been properly authorized and priced correctly, or it may dispute the charge.

G.5.1.1 Billing Format

A separate bill for each order shall be submitted and shall contain, at a minimum, the following information:

1. Contractor name and address
2. Contractor representative
3. Contract number
4. Order number(s)
5. Accounting Control Transaction (ACT) number (assigned by the OCO on the order)
6. Period of performance (month services performed for work request orders, month deliverable completed for fixed price orders)
7. Bill number
8. Customer's name and address
9. For Fixed Price Orders, products delivered and accepted, listed by deliverable number; for Time and Materials orders, labor charges accepted during the period of performance
10. Travel and per diem charges
11. Total billed amount
12. Prompt payment discount offered (if applicable)

Payment to the contractor will not be made for temporary work stoppages due to circumstances beyond the control of the customer agency such as acts of God, inclement weather, power outages, and results thereof, or temporary closings of facilities at which

contractor personnel are performing. Such occurrences may, however, be justification for excusable delays.

The management services of the contractor, including the services of the Program Manager, shall be indirect charges unless the customer requires specified management support (e.g., a site manager) in the task order, in which case the salary of said manager may be billed as a direct charge. Otherwise, the compensation of Connection II managers for performing management services shall be indirect charges. The Program Manager's compensation shall be included in the contractor overhead portion of the fully burdened hourly rate for each item.

Overtime payments are unallowable except when authorized by the order. The government will not authorize overtime to compensate for shortcomings in contractor performance.

The government reserves the right to request that some of the work required by contractor personnel be performed during other than the Normal Business Day (7 AM to 7 PM, Monday through Friday). When the government requests performance other than day-shift hours, the contractor personnel may be compensated for shift differential. Shift differential shall be determined by the OCO on a case by case basis using documented local statute and/or local labor union agreements and will only be allowed when included in the order.

G.5.1.2 Travel and Per Diem

The contractor will be reimbursed by the government for travel and per diem expenses incurred by contractor personnel for travel specifically authorized in an order and approved by the government. Conditions and limitations applying to travel associated with work under this contract follow:

1. Travel costs approved under an order shall be included as unique costs but shall not be paid unless actual travel occurs and the government approves the costs.
2. If an order requires assignment of contractor personnel away from the employee's regular duty station for less than six (6) months, such assignments are considered temporary assignments.
3. If a task or series of tasks requires continuous assignment of contractor personnel at a location away from the employees' regular duty station for a continuous period of six (6) months or longer, such assignments are considered permanent assignments. The contractor may, at their discretion, accept assignments of less than six (6) months under permanent assignment terms. No relocation, travel, per diem expenses, or travel time will be allowed by the government for placing contractor personnel at permanent assignments.
4. Post differential, travel, and per diem expenses for contractor employees assigned to duty outside the United States shall be at the rates prescribed for government employees. The contractor is responsible for obtaining passports, visas, and other necessary documents and clearances at their own expense.

5. Normally the government will not reimburse any costs associated with the relocation of contractor personnel. For special circumstances, reimbursement may be authorized by the order. Payment to the contractor is contingent on the contractor providing the services as agreed (for instance, for a twelve-month period or through task completion).
6. Except as otherwise provided herein, payment will be made for actual common carrier fares plus cost of travel between the contractor employee's home or regular duty station and the carrier terminal and temporary duty points for travel by the most reasonable and economical means. If a contractor employee resides within 50 miles of a temporary duty station, he/she shall not be entitled to travel or per diem expenses for duty at that location.
7. Reimbursement for travel and per diem shall not exceed the rates and expenses allowed by government travel regulations for a government employee traveling under identical circumstances, and shall not exceed maximum limits authorized in the order.
8. Payment may be made for the use of a privately owned vehicle (POV) for official business in connection with approved temporary assignments, including travel between the regular duty station and temporary duty station, unless the temporary duty station is within 50 miles of their residence or regular duty station. Rates for, and use of, POV shall be per the direction of the Federal Travel Regulations (FTR).
9. Labor hour payments will be made for actual authorized travel time in support of approved orders using the same criteria as for government personnel traveling under the same circumstances. In general, the regulations provide that exempt employees traveling outside of normal work hours are not reimbursed for labor hours used in the performance of travel, and non-exempt employees are fully reimbursed for their labor hours used for travel. The contractor is responsible for ensuring that travel time outside of normal work hours is kept to a minimum.
10. Upon request, the contractor shall furnish schedules and mode of transportation to the government.
11. Travel and per diem payments are intended as reimbursement to contractor employees. Such payments are not intended as profit for the contractor nor are they intended to be subject to deduction or set-aside by the contractor.

G.5.1.3 Additional Centralized Billing Requirements

The contractor shall deliver centralized bills and billing support data to GSA via a mutually acceptable electronic medium. Centralized billing data shall be submitted monthly by the agreed calendar day

The three types of electronic media list below are acceptable to GSA, although other alternatives may be acceptable also:

1. File Transfer Protocol (FTP) file transmission (the preferred method)
2. CD-ROMs

3. E-mail attachments

G.5.2 Associated Government Fee

The contractor shall collect the Associated Government Fee from Connections II customers on a monthly basis throughout the life of the contract. The fee represents any direct or indirect costs incurred by the government associated with the Connections II contract such as, but not limited to, contract administration fee.

The Associated Government Fee for Contract Access is set at 1.5% (0.015). The Associated Government Fee for Contract Access will be applied to all products, services, or any other billed charges. On all Task Orders, regardless of Order type, Contractors are required to include the Associated Government Fee for Contract Access in the Contract Line Item Number (CLIN) as part of the price to the customer for all Loaded Hourly Labor Rates, Equipment prices and for any un-priced items proposed in a task order proposal. Materials provided under a Time and Materials task order, as defined in FAR 52.232-7, shall reflect the contractor's actual expense for the item and will include the Associated Government Fee for Contract Access.

This fee collection requirement is subject to the following:

1. The fee shall be included in the billed price of products, services, or any other billed charge, unless identified and directed by the GSA PCO to be a separate line item.
2. The government reserves the right to adjust the Associated Government Fee at any time during the life of the contract. The contractor shall effect the addition, adjustment or deletion of a fee only upon written notice of the GSA PCO or designee. The contractor shall implement the revised fee to be effective for invoicing in the next complete billing cycle. The contractor shall add, adjust or delete the fee at no additional cost to the government.
The total AGF collected per order will be capped at a set amount to be determined by the Connections II Program Office. For more information on this cap, please see the Connections II website (www.gsa.gov/connectionsii).
3. The contractor shall forward the AGF to the government by electronic funds transfer. Contractors shall remit the AGF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter. Where AGF for multiple invoice payments (on one or more Orders) is due, Contractors may consolidate the AGF owed into one payment. Collection and supporting documentation shall be subject to audit as defined in FAR 52.215-2 (Audit and Records).
4. AGF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments or credit card payments. If paying by check, each check shall be annotated with the corresponding Connections II contract number only, and the reporting quarter.
5. If the full amount of the fee, based on the amount collected from billed customers, is not paid within the period specified by item 4 above, the nonpayment shall constitute a contract debt to the United States government under the terms of Part 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.

6. Failure to submit the monthly *Associated Government Fee Summary Report* (see Section G.4.2), falsification of this report, or failure to pay the fee 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.5.3 Bills for Final Payment

Bills for final payment must be so identified and submitted when tasks have been completed and no further charges are to be incurred. A copy of the written acceptance of task completion must be attached to final bills. These close-out bills, or a written notification that final invoicing has been completed, must be submitted to the ordering agency within 90 calendar days of order completion. All charges not submitted within 90 calendar days shall be borne by the contractor unless a request for extension is formally approved by the OCO.

G.5.4 Bill-Submission Schedule

The contractor shall submit a bill for the equipment or services delivered in accordance with the specifications of Section C.3.4 and this section.

G.5.5 Retention of Bills

The original paid bills related to a specific order or shall be maintained by the contractor for the life of the contract and made available to government auditors upon request. Copies of contractor paid bills, receipts, and travel vouchers completed in accordance with Federal Travel Regulations shall be maintained by the contractor and made available to the government upon request.

G.6 Payment of Bills

Payment of invoices will be made in arrears based upon acceptance by the government of the entire task or the tangible products delivered. The government will pay only for hours authorized, worked, and accepted.

If the supplies or services are rejected for failure to conform to the technical requirements of the contract, or any other contractually legitimate reason, the contractor will not be paid or will not be paid in full.

G.6.1 Payment for Supplies/Services

Approval for payment of contractor bills will only be made upon customer acceptance of billed equipment or services. For orders that have no tangible products, payment of the bill will be based upon OCO certification that satisfactory services were provided and contractor certification that the charges are accurate. The customer will only make payments for work

authorized in the order.

G.6.2 Billing Disputes

The contractor shall resolve billing disputes directly with the dispute initiator unless the dispute involves the terms and conditions of the Connections II contract, in which case the dispute shall be resolved with the GSA PCO. The contractor shall propose a mechanism for uniquely identifying each billing dispute to permit the dispute initiator to track the status. The contractor shall attempt to resolve billing disputes to the satisfaction of the dispute initiator within 60 calendar days following official notification from the government. The contractor shall take a proactive lead in resolving disputes promptly with the initiator of the dispute by establishing and maintaining meaningful dialogue directed toward a prompt, fair, and equitable resolution. In cases where a resolution is not forthcoming, the contractor shall submit partial resolutions (less than the total amount in dispute) to the dispute initiator for acceptance or denial. The OCO or the dispute initiator will respond within five business days with a proposed resolution. If either party wants to escalate the dispute to the PCO at any time, they may do so. Disputes that are not resolved within 60 calendar days or the approved extension time shall be escalated to the PCO. Any disputes escalated to the PCO will be resolved in accordance with Federal Acquisition Regulation (FAR) 52.233-1 (*Disputes*).

Once a dispute is resolved, the contractor shall process the associated credit or debit within two billing cycles, making sure that the debit or credit and the associated billing dispute identifier are clearly documented in the bill and assigned to the proper Billing Account Code.

G.6.3 Use of Electronic Funds Transfer

The contractor shall cooperate with the government to allow payment of bills via Electronic Funds Transfer (EFT) to the extent feasible. The specific payment method used shall be negotiated on a customer-by-customer basis after contract award.

If agreed to by the customer and the contractor, the agency shall pay approved Connections II charges via EFT. Otherwise, the parties shall agree on an alternative payment mechanism.

This clause shall apply to bills submitted during this contract, any extension thereof, and any contract Continuity of Services period if the parties agree to use EFT. However, either of the parties may, without explanation and by giving the other party 60 calendar days written advance notice, terminate the applicability of this clause and negotiate an acceptable alternative.

When an EFT payment plan is in effect, the following clauses (or portions of clauses) are applicable:

- FAR Clause No. 52.232-25 Prompt Payment (OCT 2008)
- FAR Clause No. 52.232-17 Interest (OCT 2008)

Unless otherwise stipulated in the order, the EFT procedure shall incorporate the following requirements:

1. In accordance with the requirements of Section G.5, the contractor shall submit a monthly bill, in the form and format prescribed, to each customer agency or sub-agency that uses EFT payment option not later than the 15th working day of each month after the close of each billing period.
2. A discount for exceeding prompt payment by the government shall be applied to the total current amount being billed on each bill under this EFT process. The discount shall be equal to the Treasury Department Value of Funds Rate in effect on the date the bill is submitted plus any applicable penalties.
3. Upon submission of the individual monthly bill, the contractor will be authorized by the agency or sub-agency to directly access the financial institution designated to withdraw the total billed amount with discount applied, not to exceed a maximum monthly amount (prescribed and periodically updated at six month intervals by the OCO). Payment shall be considered to have been made one working day after the date on which the bills were submitted.

G.7 Program Development

The contractor shall be responsible for a *Marketing Plan* and marketing materials that it deems necessary to continually expand customer agency awareness of this contract. The contractor shall describe in the *Marketing Plan* the products and services that will be sold, the target customers, the competition, the contractor's market-share objectives, and the plan for achieving this objective. The contractor is responsible for ongoing sales and marketing during the life of this contract. This Program Development shall commence not later than 30 calendar days following contract award.

G.7.1 Marketing Efforts

The contractor is responsible for ongoing marketing efforts during the life of this contract as specified below. This will commence not later than 30 calendar days after contract award, subject to the following:

- All marketing brochures shall conform to the requirements of the GSAR 552.203-71 and be approved by the PCO 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.

G.7.1.1 Marketing Calls

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

G.7.1.2 Marketing Materials

The contractor shall provide marketing materials that will enhance program and service visibility. The types of marketing materials provided shall be at the discretion of the contractor and may include brochures, pamphlets, visual aids, newsletters, technology updates, white papers, news releases, training tools and seminars, work tools and materials such as quick reference estimating/measuring tools, folders, pens, mouse pads, rolodex cards, and literature. The contractor shall provide sample marketing materials prior to distribution. GSA will have five working days to review and approve materials.

G.7.1.3 Trade Shows and Exhibitions

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

G.7.2 Marketing Meetings/Conferences

Meetings/conferences may be necessary to market services, resolve problems, or to facilitate understanding of the requirements of the contract. The participants at these meetings/conferences shall include members of the contractor's staff, the customer, and other representatives of the government. The GSA PCO and the contractor shall schedule these meetings/conferences. All contractor costs associated with the attendance at these meetings shall be incidental to the contract and shall not be separately billed.

G.8. American Recovery and Reinvestment Act of 2009

Agency Contracting officers shall ensure that the American Recovery and Reinvestment Act of 2009 is included at the task order level for any orders that will be funded with Recovery Act funds. G.8.1 provides reporting requirements for Contracting Officers and Contractors.

G.8.1 Publicizing Contract Actions in Accordance with the American Recovery and Reinvestment Act of 2009:

Agency Contracting officers are required to:

- Enter data in the FPDS on any action funded in whole or in part by the Recovery Act in accordance with FPDS instructions. source §4.603(b)
- Utilize the FedBizOpps.gov website to (a) identify the action as funded by the Recovery Act source §5.704(b)t; (b) publish pre-award notices for orders exceeding \$25,000 for "informational purposes only;" source 5.704(b) (c) describe supplies and services (including construction) in a narrative that is clear and unambiguous to the general public source §5.705(a); and (d) provide a rationale for awarding any action, including modifications and

orders, that is not both fixed-price and competitive, and include the rationale for using other than a fixed-price and/or competitive approach source §5.705(b).

Contractor Reporting Requirements:

On any action funded whole or in part by the Recovery Act, contractors shall comply with the reporting requirements as described in FAR 52.204-11 and deliverables as required in section F.

G.9 Contract Closeout

Contract closeout shall 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