

Question 1 - RQS Reference: B.1.3. Pages B-3, start line 134 indicates offerors may propose prices that are sensitive to a number of general factors (a) year, (b) time of day (c) geographic location. Not included in the factors is commitment to performing service for a given length of time. In order to recoup investment in building infrastructure to support highly flexible state of the art networks, many communication vendors offer customer's discounts based upon a commitment to retain service for a given period. This commitment allows the vendors to recoup their investment over a longer period of time. We strongly suggest the government include time commitment as a factor in pricing under the MAA.

Answer 1 - As stated in Section H.1, the effective period of this contract is for a base term of four years with four additional one-year options. The effective period of the contract along with a minimum revenue guarantee allows the vendor to recoup its investment over an adequate period of time.

Question 2 - RQS Reference: B.1.3. (c) Geographic location (4), Page B-4, Line 160 "...the offeror shall group the NPA-NXXs comprising the MAA service area into not more than 20 NPA-NXX groups for originating and termination CSS locations and for DTS local loop transmission facility locations." With the insertion of new Area Codes with the major cities, grouping into no more than 20 NPA-NXX is not possible for the life of the contract. Would the government consider increasing the number of NPA-NXXs that can be grouped together?

Answer 2 - There is no limit to the number of NPA-NXXs that may comprise an NPA-NXX group. The number of NPA-NXX groups is limited to 20.

Question 4 - RQS Reference: A. Will GSA entertain RQS questions after today?

Answer 4 - GSA will accept any question at any time but only guarantees to answer those questions received on or before December 15. All other questions GSA will try to answer as soon as possible.

Question 5 - RQS Reference: L.21. Does the Section J.6 compliance matrix count toward the 300-page technical and management Volume 1 limit?

Answer 5 - No. As stated in Section L.21 (lines 294-295), the requirements checklists are not included in the maximum page limits for Volume 1.

Question 6 - RQS Reference: L.22. Are the requests for information in the RQS Cover Letter embodied in the RQS? Where?

Answer 6 - Information about service coverage areas should be included in the Technical and Management RQS Executive Summary (Section L.22.1.1). Marketing issues shall be included per instructions in RQS Section L. 22.1.9.

Question 7 - RQS Reference: C.5. Where can additional information and documentation on the National Security/Emergency Preparedness policies be obtained? There are no specific references in the RQS for those areas, including the sub-sections referred to under NS/EP. (C.5.1.2 NTMS/TSP/TESP)

Answer 7 - Additional information and documentation of NS/EP requirements can be obtained through the Internet at www.ncs.gov.

Question 8 - RQS Reference: G. Why is Section G numbered 0002 rather than 0000 as the other sections?

Answer 8 - The solicitation number for Section G will be changed to TQD-RH-97-0000.

Question 9 - RQS Reference: C.1.2. Please provide a diagram of the timeline for FTS2001 Optional Services Award and the MAA award timeline, emphasizing when an FTS offeror may offer optional local services in an MAA city. When can an MAA offeror in an MAA city compete in a different MAA city?

Answer 9 - Please refer to the strategy document posted on the MAA web site (<http://www.gsa.gov/maa>) for the description of the forbearance period. In general, an MAA contractor can offer services to any MAA city where an MAA contract has been awarded after that city's MAA contract has been in effect for one year, subject to government approval. Similarly, a vendor can offer optional long distance services (FTS2001) anywhere after the FTS2001 contract has been in effect for one year. An offeror can compete at any time when an MAA competition is conducted.

Question 10 - RQS Reference: C.2.2.2. What applications are supported by the above-DS0 bandwidth described in the Circuit-Switched Data Services requirements?

Answer 10 - There is no current mandatory requirement for dialable bandwidth greater than 64Kb/s.

Question 12 - RQS Reference: C.2.1.5. Do Individual Case Basis negotiations apply to compatibility and interoperability situations where an SDP may exist at a current vendor's site and the MAA offeror does not have an existing interconnection agreement with that vendor?

Answer 12 - No, individual case basis negotiations do not apply to compatibility and interoperability situations where an SDP may exist at a current vendor's site and the MAA offeror does not have an existing interconnection agreement with that vendor. It is the offeror's responsibility to ensure that interconnection agreements are established and implemented with other vendors to provide network services. The Government purchases services from vendors at the SDP specified by the Government.

Question 13 - RQS Reference: K.18. In K.18, FAR 52.230-01, does the GSA consider the possible MAA contract to "be based on established catalog or market prices...or prices set by law or regulation."? Can a vendor claim exemption from the Cost Accounting Standards by referring to tariff-based pricing (based, not set)?

Answer 13 - Contract Clause K.18 will be deleted from the contract.

Question 14 - RQS Reference: J.2. How detailed will the information provided in the city-specific MAA's be for non-industry standard equipment and applications, e.g. will vendors know how many of a proprietary handset are installed, or what specific proprietary applications (call-center, directory, LAN-based telephony) are actually running and installed today, and at what SDPs?

Answer 14 - Should such special requirements exist for the specific MAA city, the quantity and technical requirements will be specified in the respective MAA RFPs. The metropolitan area-specific RFPs provide a set of Engineering data, which identifies by location (address) the type of service (e.g., business line, Centrex, PBX trunks) being used, the number of voice lines, and the call patterns (e.g., average number of calls and average duration of call). In addition, the RFP will identify the specific proprietary equipment with which the Government requires the vendors to be compatible.

Question 15 - RQS Reference: L.22.1.2. The introduction to Section J states that Section J is provided for informational purposes only. In L.22.1.2, reference is made to the requirements matrix in Section J.6. Should this ambiguity be resolved in favor of L.22.1.2?

Answer 15 - The disclaimer at the beginning of Section J will be changed to read as follows: "Sections J.1 and J.2 of this Request for Qualification Statements (RQS) are provided for informational purposes only."

Question 17 - RQS Reference: C.2.1.2. The RQS states, "Certain enhanced circuit switched or dedicated services may be acquired using either initial metropolitan area-specific requirements (to be specified in a metropolitan area-specific RFP) or post-MAA contract award using contract modification procedures". Comment: Certain enhanced services may meet a narrow set of customer requirements. A specific MAA RFP could require an enhanced service as a mandatory requirement. It is likely that not all RQS qualified offerors will be able to provide all MAA-specific enhanced services requirements and this may result in a less than robust level of competition. Given the flexibility and full competition the Government desires, we feel it is in the Government's best interest to acquire these enhanced services via the multiple, staggered, overlapping contracts or other comprehensive and niche contracts that the Government anticipates awarding.

Answer 17 - A decision to add services beyond those of the RQS will be based on agency requirements and service availability in a metropolitan area. The Government anticipates the award of one contract for each metropolitan area rather than multiple, staggered overlapping contracts.

Question 18 - RQS Reference: B.5.1. (Language throughout) Comment: The costs associated with delivering services to the six different SDP's defined in the RQS are unpredictable and highly variable. As illustrated in C.2.1.5-1, SDP's can be located at variable locations and distances from the Network Interface Device (NID) depending on the type and size of the building (multi-story vs. single story), floor, floor plan, equipment room location, availability of AC power, duct, cable runs, etc. Furthermore, unforeseen problems can arise in the provisioning of inside wiring including the presence of asbestos, historical building limitations, union issues, etc., which impact the contractor's cost and which cannot be adequately determined until detailed site surveys are performed. In Table B.5.1-1 only one Monthly Recurring Charge (MRC) and one Service Initiation Charge (SIC) can be applied per SDP type. Additionally, SDP 6 requires the contractor to provide a telephone instrument which could vary by style, features, etc. Again only one MRC/SIC is allowed. We believe the Government would benefit by establishing a price element permitting the recovery of Other Direct Costs (ODC) where unusual or differing site conditions exist. Such an ODC price element would allow contractors to more equitably serve and bill customers for the services they use.

Answer 18 - It is the desire of the Government to establish standard pricing for delivery of service to the six defined SDP locations. The Government does not intend to conduct individual review of costs through the ODC process each time service must be delivered to a SDP. See response to Question 35 for cost recovery because of new or inadequate wiring.

Question 19 - RQS Reference: C.2.1.6. The RQS states that "The contractor shall continue to use existing numbers assigned to MAA stations when these stations are transitioned from existing Government networks/systems to the contractor's network." Question: The implementation schedule for number portability in the FCC's First Memorandum Opinion and Order on Reconsideration (FCC 97-74) mandates completion in Chicago and New York by March 31, 1998 and in San Francisco by June 30, 1998. Will the Government please explain its contingency plan when an implementation of a MAA does not coincide with the availability of existing numbers to be transitioned?

Answer 19 - It is the intention of the Government for number portability to be available prior to implementation of MAA services. The Government will accept number portability implementation in conformance with the FCC rules, regulations and time frames. Number portability requirements will be removed from the RQS and included in metropolitan area specific RFPs.

Question 20 - RQS Reference: C.2.1.12. The RQS states, “Existing wiring may be owned and/or maintained by other contractors, building owner, or the Government. The (MAA) contractor shall be responsible for coordinating with the appropriate organization(s) to ensure service delivery to the SDP.” Comment: Inside wiring (i.e., wiring beyond minimum point of penetration) represents a significant cost content in the provision of service to the SDP's as specified in figure C.2.1.5-1. Given the MAA contractor's coordination role, it is possible that a non-incumbent provider will not be allowed to utilize “incumbent-provided” inside wire and still be able to meet Government's cost and service performance requirements. For example, during one of three recently held MAA meetings, industry attendees observed an incumbent contractor in the process of upgrading facilities to a more modern cable plant which presumably will continue to be owned by the incumbent contractor. In order to maximize competition and insure the lowest price from all offerors, we recommend that, wherever needed or possible, the Government acquire these critical components and make them available to all MAA offerors as Government Furnished Equipment (GFE).

Answer 20 - The Government does not intend to acquire ownership of inside wire. If a non-incumbent provider is not allowed to utilize "incumbent provided" inside wire, it would be necessary for the non-incumbent provider to acquire or install inside wiring. Also see response to question 35.

Question 21 - RQS Reference: C.2.2.2.4.1. The RQS states that the SS7 interface is required at the SDP. Question: We are not aware that any carrier can deliver SS7 protocol to some of the specified SDPs. Will the Government specify using figure C.2.1.5-1 which SDP(s) requires support for SS7 signaling and what support is required?

Answer 21 - This requirement will be removed from the RQS.

Question 22 - RQS Reference: G.2.2.1.1. The RQS states “The Government has the right to cancel service orders orally, and to provide written confirmation within five business days. In some cases, the written confirmation may not be received until after the scheduled due date for service. Comment: A MAA contractor will be anxious to provide high quality, uninterrupted service to the Government. Oral instructions to cancel orders can frequently result in "errored disconnects", billing inaccuracies and diminished customer satisfaction. We believe these potential problems can be avoided with a Government change in the wording beginning at line 329 to read, “The Government will provide written confirmation of oral notices within five business days or before the scheduled service due date, whichever is earlier.”

Answer 22 - The Government agrees and will make the change.

Question: 23

RQS Reference: G.4

The RQS Line 491 states, “The payment shall be remitted within 30 calendar days after the close of each quarter.”

Question: In order to minimize the complexity of vendor billing systems, and therefore minimize the Government's costs, we recommend that the Government minimize the number of Contract Management Fee structures and allow offerors to plan for systems which serve the Government's needs. Please clarify the extent to which a single Contract Management Fee will be applied to all services (i.e. CSS, DTS) within a specific MAA city. Will the fee structures for all MAA cities be identical?

Answer:

The Government intends to have a single management fee for all services. The fee structure for all cities will be consistent, however, the amount of the fee may vary from city to city.

Question: 24

RQS Reference: G.4.1.1

The RQS states beginning at Line 509, “All charges not submitted within three billing cycles shall be borne by the contractor.” Comment: Please change the sentence to read, “All charges not submitted within three billing cycles shall be borne by the contractor unless a request for an extension is approved, in writing, by the Government before the end of the three billing cycles.”

Answer:

The Government's requirement remains unchanged.

Question: 25

RQS Reference: H.6

The RQS beginning at Line 146 states “.and that upon contract expiration or at any time GSA discontinues or users relocate services, a successor, either the Government or another contractor, may continue them.” Comment: Contract expiration is understood to occur four years after contract award (base period) or at any time the Government should not exercise its option to extend services. Please confirm this understanding is correct or clarify the Government’s intended meaning.

Answer:

The term of the contract is defined in RQS Section H.1.

Question: 26

RQS Reference: H.6

The RQS beginning at line 148 through 151 defines “phase-in coordination.” Then, starting at line 154, the Government presents the term, “phase-in, phase-out services” as though these services are different from the services the Government received prior to the GSA ACO’s written notification. Comment: The communications service(s) provided to the Government end-user will not automatically change once the GSA ACO’s written notification of continuity of services is issued. We are unclear as to what “phase-in, phase-out services” mean. Please clarify the Government’s definition of “phase-in, phase-out services.”

Phase-in coordination, as presented by the Government, carries costs which MAA offerors may be recovered using different methods. The current RQS contemplates that offerors will recover all phase-in coordination costs through higher basic service prices offered for each MAA. In the alternative, we believe the Government's best interest would be served by asking offerors to propose ODC's for phase-in coordination at the time they are notified by the GSA ACO that the continuity of services period is in effect. This alternative will result in lower overall Government costs for service to all MAA users.

Answer:

Phase in/Phase out refers to transitioned installation or de-installation of MAA service(s). Offerors should recover costs within the pricing structure in Section B.

Question: 27

RQS Reference: H.7

language throughout

Comment: The Government's current plan is to initiate and conclude the PMM process no more than once in a six month period in each MAA. With an expected thirty-two MAA awards, this equates to a potential of sixty-four PMM's each year. This will result in time-consuming, overlapping and expensive Government and contractor administrative processes to support this price management approach which will be reflected in the MAA service prices. Moreover, the frequent number of administrative and billing system changes needed to execute any price changes increases the probability of billing delays and errors, thus diminishing customer service. We believe that the Government will achieve better service prices, minimize its own administrative costs, improve service to its customers and avoid unneeded disagreements by relying on the competitive market based approach in its original program principles and avoiding the burdens of the PMM process.

The original program principles sought to maximize competition through:

- multiple, overlapping, staggered contracts
- comprehensive or niche contracts
- encouraging the greatest number of qualified offerors to submit proposals

By adhering to these procurement strategies, the Government will naturally achieve the competitive prices it seeks without the added Government and contractor administrative costs associated with the PMM process.

Answer:

The Government intends to initiate a PMM when it is deemed that such action is necessary, taking into account the investment cost of conducting such PMM. The Government believes that vendors normally go through frequent billing system changes to accommodate their services and pricing promotions and other marketing initiatives.

Question: 28

RQS Reference: H.13.2

The RQS in line 387 states, "The contractor shall specify a minimum proposal acceptance period of 90 calendar days." Comment: The pace of new service introductions and the Government's need for advanced services to effectively serve the citizen is expected to increase dramatically over the life of the MAA contracts. In order to meet customer requirements in a timely manner, we suggest that the minimum proposal acceptance period be changed to 45 days for commercially available services/items and to 60 days for services/items that are not commercially available from the contractor.

Answer:

The 90 day acceptance period reflects the Government's requirements and will remain unchanged.

Question: 29

RQS Reference: H.21

The RQS states "In cases, where standard interfaces are used, it is the contractor's responsibility to meet interface requirements." Comment: We request the addition of a sentence at the end of line 475 to read, "The Government will provide all interface requirements to the contractor."

Answer:

The Government declines to add the suggested language.

Question: 30

RQS Reference: I.4

The RQS states that the contractor is not obligated to furnish supplies with a value of less than \$50.00. Additionally, the contractor is not obligated to furnish supplies 1) with a single item value in excess of \$250,000 or 2) for an order for a combination of items in excess of \$2,000,000.00.

Question: In the description of minimum/maximum order value amounts, does the Government intend the dollar amounts to represent one month's Monthly Recurring Charge (MRC) (e.g., the monthly rate of \$10.00 x 1 month = \$10.00), or the MRC for the total remaining months of the current fiscal year (e.g., the monthly rate of \$10.00 x 12 months = \$120.00), or the MRC for the total remaining months of the contract (e.g., the monthly rate of \$10.00 x 48 months = \$480.00)? Is the Service Initiation Charge (SIC) also included in the calculation?

Answer:

The minimum/maximum order value amounts relate to the amount of the service orders. For example, a contractor would not have to perform a service order with a dollar amount of \$49.99, but the contractor may want to perform the service order.

Question: 31

RQS Reference: C.1

Comment: The Telecommunications Act of 1996 provided the foundation for the type of competitive alternatives the Government seeks in its MAA program. However, the Act is less than eighteen months old and the intended level of competition has not yet fully developed. We believe that the Government may obtain maximum benefits contemplated in the Act and continue adherence to its original program principles by adopting the following general suggestions:

- Maximize competitive offers by allowing non-incumbent contractors to charge for transition costs.
- Provide a six month transitions period for a non-incumbent awardee.
 - Begin a non-incumbent's four year base period on the date of first service delivery (up to six months after contract award), to allow for a full 48 months' service to be provided.
- If a specific MAA contract is awarded to a non-incumbent contractor, we recommend a forbearance period of 1 year (6 months transition, 6 months providing service) from contract award before initiation of PMM in order to allow the contractor to build systems, infrastructure, etc. and begin providing local service. This is consistent with the forbearance period already contemplated by the Government for entry of other MAA/FTS2001 contractors into a specific MAA geography.

Answer:

The Government declines to adopt the suggestions.

Question: 32

RQS Reference: B.3.1

Why is the Government separating network transport and local loop elements? Is it the Government's intent to purchase unbundled network elements (e.g., local loop, IXC POP)?

Answer:

See response to question 119.

Question: 33

RQS Reference: B.3.2

Dedicated Transmission Services Local Interoffice Channel provides "connectivity between DTS loops within a single MAA local switch or between 2 MAA local switches". Does this mean that the V&H

mileage will be calculated between end user locations in either of the scenarios listed in B.3.2 or will interoffice mileage apply only between local switches?

Answer:

As defined in Section B.1.3, the location of an end user is considered to be the location of the ILEC central office associated with the end user's NPA-NXX.

Question: 34

RQS Reference: B.3.3

Please clarify the IXC POP Termination Charge.

Question: 35

RQS Reference: B.5.1

Additional Local Loop Charges describes what occurs between the NID and the SDP and provides a table for pricing (Table B.5.1-1 Additional Local Loop Pricing). This table includes a Service Initiation Charge and a Monthly Recurring Charge. Please clarify what we will be pricing between the NID and the five different SDP locations defined in C.2.1.5. Due to the large variety of equipment and differing conditions (i.e. distance, type of CPE, etc.), will the Government consider doing this as an ODC?

Answer:

The RQS will be changed to clarify the circumstances when the contractor may recover wiring and equipment costs as ODC. Reference Section C.2.1.12, On-Premises Wiring, in RQS Amendment (Change) 001 to be released on or about January 22, 1998.

Question: 36

RQS Reference: B.5.1

Section B.5.1 calls for additional charges to be applied when, "the Government requires the SDP to be located on the customer premises at a point other than the user's side of the NID." This suggests that the SDP may be located at portions of the local loop on the network side of the NID. Would the Government please clarify.

Answer:

This will be clarified by removing the words "the user's side of". Also refer to RQS Section C.2.1.5.

Answer:

The IXC POP Termination Charge includes all services necessary to terminate at an IXC POP. (See Section C.2.3.3.2)

Question: 37

RQS Reference: C.1.2.2

Is it correct to interpret that switched access to an IXC is not an MAA pricing issue and that all that is required is the ability to PIC the local loop service to an IXC?

Answer:

That interpretation is correct.

Question: 38

RQS Reference: C.1.2.3

The Government is requesting an array of switched data services. Included in this list are "Internet Protocol services". We are not familiar with IP services described as switched transport. What specifically is the Government referring to here?

Answer:

Internet Protocol (IP) services refer to a packet-switched and packet broadcast service using the protocol originally described in MIL-STD-1777 and RFC 791. The Government's intent of IP service is to provide IP connections between Government locations as well as to the Internet. In addition, MAA IP service may require added VPN-type security between Government locations.

Question: 39

RQS Reference: C.2.1.2.1

What is meant by BRI to PRI interoperability?

Answer:

See response to question 125.

Question: 40

RQS Reference: C.2.1.2.1

What is meant by Signaling System 7 Interface? What does the Government want in the way of a SS7 interface?

Answer:

This requirement will be removed from the RQS.

Question: 41

RQS Reference: C.2.1.5

Is it possible to more specifically define when the Government would use the various Service Delivery Points depicted in this figure? For instance, might it be the case that SDP5 and SDP6 would only be used in those instances when the service to be contracted for would consist of business line service, "Centrex" or Centrex like service or perhaps small key systems?

Answer:

There is no precise relationship between service type and SDP location. The engineering requirements provided in each RFP should provide sufficient information as to quantities.

Question: 42

RQS Reference: C.2.1.6

The phrase, "Identification of incompatibilities between the required services and the existing Government equipment within 15 business days after service order acknowledgment" assumes that information about the intended use of the contractor's services and existing Government equipment is furnished with the service order; It's also assumed that the provided information is complete and accurate. The preferred

description of this process might be "Identification of incompatibilities between the required services and the existing Government equipment within fifteen days of becoming aware of such incompatibilities".

Answer:

The Government declines to accept this recommendation.

Question: 43

RQS Reference: C.2.1.6

Section C.2.1.6 calls for the contractor to "use the existing numbers assigned to MAA stations when these stations are transitioned from existing Government networks/systems to the contractor's network". Does the term "existing numbers" refer to the workstation identification numbers, as would appear on a floor plan or on as-built drawings, or to the station circuit and telephone numbers?

Answer:

The term "existing numbers" refer to the telephone numbers assigned to each existing station. Also see response to question 19.

Question: 44

RQS Reference: C.2.1.7

The first sentence of this section states that the contractor shall be responsible for all aspects of service quality, security, interconnectivity, and interoperability of services between SDPs. Is it to be inferred that this sentence applies only to the MAA contracted services and not to IXC services, or is it the Government's intention that the contractor take responsibility to resolve IXC problems on the Government's behalf?

Answer:

It is the Government's intention that the MAA contractor be responsible for services between MAA SDPs and that the contractor coordinate with the IXC contractor to resolve problems where it is not immediately apparent whether the source of the problem is in the IXC or MAA network.

Question: 45

RQS Reference: C.2.1.7

This section makes reference to performance levels which are to be equal to or greater than those which are available commercially. What is available commercially in one location may differ from that which is available in another location. Is the commercial availability which is referred to here limited to the geographical area of the applicable MAA site?

Answer:

The performance parameters defined in the Request for Qualification Statements are the minimum levels for all MAA locations. The commercial availability referred to in paragraph C.2.1.7 is limited to the geographical area of the applicable MAA city.

Question: 46

RQS Reference: C.2.1.12

Who is the contractor to notify of the non-compliance of existing wiring? In what format should the contractor notify the Government? Once the notification is made, should the process to implement the

service continue or should it be put on hold while the wiring issues are addressed? Should the notification indicate how the wiring is non-compliant or is it sufficient to indicate the fact of non-compliance alone?

Answer:

1. The customer who placed the order and/or the ACO.
2. In writing.
3. The process should be put on hold while the wiring issues are addressed.
4. The notification should indicate how the wiring is non-compliant and the vendor should propose alternative solutions, if any.

Question: 47

RQS Reference: C.2.1.12

Section C.2.1.12 calls for the contractor to “provide installation of wiring to the SDP”. It goes on to say that “Wiring installation and coordination on the user’s side of the SDP shall be provided as a site - specific special construction”. This implies that wiring from the NID to the SDP is not separately charged. Since the connection between these devices can involve very costly and complicated wiring, interface, and regeneration arrangements, it is not possible to include them into the price of the services outlined in Section C.2.1.1. We suggest that the Government establish a price table in which the offeror can separately price wiring installation services based on the type of facility (UTP, coax, fiber), the distance, the number of interfaces, and the amount of regeneration or amplification which may be required.

Answer:

The price table will not be changed. See response to question 35 for RQS changes.

Question: 48

RQS Reference: C.2.2.2.2

The Government is requesting authorization codes to be available as part of the Circuit Switched Data Service (CSDS) requirement. Does the Government intend for the verification to be performed in the ISDN network or at the terminating device (e.g. router, terminal adapter)?

Answer:

The authorization code should be verified in the contractor's network before completing the call.

Question: 49

RQS Reference: C.2.3.1

This section describes the categories of Dedicated Transmission Services, including channelized and unchannelized T1 service. In the case of a channelized T1, does the Government intend the contractor to hand off service at the DS0 level (i.e. including the multiplexer)? If so, Table B.3.2-1 should include an additional service category for this.

Answer:

The contractor shall hand off channelized T1 service at the DS0 level at SDP 3 and any extra cost would be charged under the Additional Loop Pricing table. Otherwise, the Government desires that the same price apply to either channelized or unchannelized T1 service.

Question: 50

RQS Reference: G.3.1

Is it the Government's position that number portability must be provided even in those areas where the FCC order for number portability does not require its availability at the date of the MAA? We assume the Government will accept number portability implementation in conformance with the FCC rules, regulations, and time frames. Please clarify?

Answer:

See response to question 19.

Question: 51

RQS Reference: G.3.4

Does this paragraph contemplate the actual provision of an inventory management system to the government for the Government's use in managing inventory. Or does the Government intend that the contractor provision the inventory management system and the contractor maintain the inventory information on behalf of the government?

Answer: 51

The Government intends that the contractor provide and maintain inventory information on behalf of the Government.

Question: 52

RQS Reference: G.3.6

Can the government please clarify what quantitative measures the contractor should employ when addressing the Security Plan.

Answer: 52

The requirement will be revised to delete the term "quantify."

Question: 53

RQS Reference: G.5

How long does the government require that audit trails of trouble resolution activities be maintained? Does the Government want the contractor to retain the associated trouble information until the issue is resolved, sixty days after resolution, one year after resolution, or the length of the contract?

Answer:

The contractor shall retain the associated trouble information for the duration of the contract.

Question: 54

RQS Reference: G.5.2.2

This section states that the contractor shall provide emergency restoration of a catastrophic failure of a single or multiple switching systems. Does this apply if those switching systems were not systems provided by the contractor? Subsection D indicates that the contractor shall provide emergency restoration in event of loss of system access to FTS2000/FTS2001. Are we to infer that the contractor is to act on behalf of the Government to implement repair if the loss of access is due to a failure on the part of an Inter Exchange Carrier. Is it correct to assume that the emergency restoration time will not start until after cessation of the disrupting forces itemized in this subsection D?

Answer:

See responses to questions 99 and 100.

Question: 55

RQS Reference: G.6.1

In the event of customer direct IXC access, we may not have Call Detail Routing information on IXC calls. Can the scope of the requirement for Call Detail Routing be limited to information flowing through the contractor's switched network?

Answer:

By definition, call detail records associated with basic service provided under the contract are only required for services provided by the contractor.

Question: 56

RQS Reference: H.9

We assume this is specifically for GSA's use and not available to the general public. Please clarify?

Answer:

The redacted version of the contract and all modifications including prices will be made publicly available. The non-redacted version of the contract will not be publicly available.

Question: 57

RQS Reference: H.22.1

It is not a commercial practice for a contractor to assume financial responsibility for all costs resulting from fraudulent use of the contractor's services. This responsibility is very broad and should be eliminated or priced as a separate line item. Will the Government change this requirement?

Answer:

See response to question 271.

Question: 58

RQS Reference: H.26

Subsection A states that the offeror shall not include the fee in the proposed price and that the fee should appear as a multiplicative factor to the contract price. When this percentage dollar amount appears on the bill would it not have the same affect as a line item?

Answer:

During the RFP proposal, the contractor's proposed price does not include the contract management fee. After the contract award, the Government will determine what the contract management fee will be. At this time, the contractor shall factor this fee into the prices that will appear on the MAA invoices. This fee is a multiplicative factor of the contract proposed price (e.g., x percent of the contractor's prices). For example, during the RFP proposal, the contractor proposes the monthly recurring charge for local voice services as \$10.00/month. After contract award, the Government specifies a MAA contract management fee of 2 percent. The contractor's price that will appear on the invoice will be \$10.20. Only one price (which already includes the management fee) will appear on the invoice.

Question: 59

RQS Reference: H.29

Working at locations with asbestos can result in a substantial increase in the cost for that location. Can the offeror recover costs associated solely with the asbestos removal as an ODC?

Answer:

When the contractor suspects contact with hazardous or toxic materials/substances, the contractor shall immediately contact the GSA ACO and inform the ACO of the contractor's concerns. The GSA ACO will then take all necessary action needed to correct the situation. There is no intent to have the contractor correct the situation as part of a task from this contract nor will the contract nor be penalized for delays relating to contact with hazardous or toxic materials/substances.

Question: 60

RQS Reference: H.31

Can the offeror recover the unique costs associated with working in an Historic Building as an ODC?

Answer:

See response to question 131.

Question: 61

RQS Reference: J.6

Items 201 through 208 refer to RQS section G.4.5. We have not been able to identify section G.4.5. Please clarify.

Answer:

The correct section reference is G.5.

Question: 63

RQS Reference: M.1

The Qualification Process Continuation section states the offerors may be considered for pre-qualification at any time during the MAA Program. Considering the short time-frame between now and January 15, 1998, can we assume there will not be any penalty involved if the pre-qualification was submitted after January 15th, e.g. February 1, 1998?

Answer:

Since the qualification process is a continuation process, there will be no penalty for late submission of the qualification statements. However, submission of the RQS proposal must meet the RFP-specific proposal submission requirements for consideration for a particular metropolitan area.

Question: 64

RQS Reference: C.2.1.6

Considering the time frame for identification of incompatibility between the required services and the existing Government equipment (15 days after service order acknowledgment), please clarify if the Government intends to identify all existing equipment prior to award.

Answer:

No, the Government does not intend to identify all existing equipment prior to award.

Question: 65

RQS Reference: C.2.1.6

The Contractor believes that it is impossible to gather enough information from a service order to identify incompatibilities. The Contractor recommends that the Government change the requirement to read "...15 days after site survey/discovery is performed."

Answer:

See response to question 42.

Question: 66

RQS Reference: C.2.1.6

Even though the regulatory environment has initiated local portability implementation throughout the Local Exchange Companies (LEC), Local Number Portability (LNP) is not ubiquitously deployed. The Contractor recommends that this requirement not be mandated in areas where LNP has not been deployed by the LECs.

Answer:

See response to question 19.

Question: 67

RQS Reference: C.1.2.3

In paragraph C.1.2.3 of Section C Work Statement the government specifies: "Local Voice Services (LVS) includes business line service, central office-based service (also widely known as "Centrex" service) access to existing key systems, and access to existing Private Branch Exchange (PBX) systems. For brevity, the term "Centrex" will be used throughout the document to mean central office-based local voice service."

The Government is specifying a Central Office based architecture to provide "Centrex" type service in MAA rather than designating a functional requirement for Centrex. Many of the potential offerors' have communicated to GSA that Centrex is not an offering that more than one or two local access providers can provide in the short term. Industry requests that GSA either modify their specification to allow industry to provide a functional Centrex solution that meets the specification but is not "Central Office based" or modify the specification to allow a phased-in approach for Centrex as industry is able to meet this requirement. Industry believes that GSA will not receive adequate competition for the MAA program if the work statement is not modified to accommodate a functional solution for Centrex.

Answer:

The requirements in this section will be clarified in RQS Change 001 to be issued on or about January 22, 1998.

Question: 68

RQS Reference: C.2.1.7

Government has indicated its desire to utilize various contracts for procuring telecommunication services. The Contractor can only be held accountable for services where the Contractor has exclusive control of the various components (end-to-end) and all such components (CPE) provided meet industry standards. Request this point be clarified in the RQS.

Answer:

See answer to question 147.

Question: 69

RQS Reference: B.1.3

In Section B: Supplies and Prices, B.1.3 GSA discusses the 3 categories of pricing: basic service, features and other one-time charges. It is noted that GSA has attempted to structure a program that is flexible to the agencies and gives them the option to receive unbundled services based on their needs. We encourage GSA to alter the pricing structure to match the goal of providing flexible on-premise solutions. This allows the government to avoid investing capitol funds in rapidly changing telecommunications technology.

To properly evaluate a total solution, the pricing tables, Section B Supplies or Services and Prices will need to be substantially expanded so that the government can evaluate and purchase these options. Currently, the Government requests that these components of the vendor solution be recovered in “basic services, features, and other direct costs. The Government states that contractors place integral services and CPE equipment in the “Other Direct Cost” section of the price table. We recommend a separate category be specified; Customer Premise supplies and services. This section should address all CPE equipment solutions as well as a time and material category for items such as on-premise wiring.

Answer:

The Government declines to include the contractor's recommendation.

Question: 71

RQS Reference: C.2.1.12

If the Government contracts separately for installation of wiring, is the Contractor to be compensated for coordinating the interaction between the building manager and the wiring vendor?

Answer:

No.

Question: 72

RQS Reference: C.2.1.6

In section RFQS C.2.1.6 Compatibility, pg. C-9: It is recommended that each MAA RFP give detail on all proprietary CPE that will interface to the offeror’s services. Since it is impossible for any offeror to support all proprietary CPE, The offeror should have the opportunity to respond back to the Government with a proposal to replace the proprietary CPE with compatible and equal or better CPE solution.

Answer:

To the extent possible, the Government intends to identify in each MAA RFP the proprietary CPE that the Government requires the offeror to support.

Question: 73

RQS Reference: C.2.1.12

It is standard industry practice for a Contractor to work with, but not manage a third party vendor, nor is the Contractor responsible for the vendor’s deliverables to the Government except where a prime-subcontractor relationship exists. The Contractor recommends that this requirement be deleted.

Answer:

See response to question 147.

Question: 74

RQS Reference: C.2.2.1.1.2

In section RFQS C.2.2.1.1.2 Basic Services Capabilities, Page C-18: Please provide additional information regarding the Government's understanding and implementation of this feature.

Answer:

Section C.2.2.1.1.2 is Features, not Basic Service Capabilities. The Government is not sure for which feature the vendor is requesting information.

Question: 75

RQS Reference: C.2.1.13

Many emerging services are "fast packet" and are not guaranteed to interoperate seamlessly with other Government services. The emerging data services may be on an entirely different platform or the standards for the emerging service may not have been identified yet. It is unrealistic for the Government to make this requirement.

Answer:

The "expectation" (not requirement) is that the contractor propose those emerging services that will interoperate seamlessly, where necessary, with existing services. There is no requirement that all emerging services interoperate seamlessly.

Question: 76

RQS Reference: C.3.6

In RFQS C.3.6 Customer Training, Pg. C-28: It is recommended that the Government expand the price tables to allow the offeror to price supplemental training.

Answer:

Table B.5.2-1, Other One-Time Charge Price Table includes a price element for additional training.

Question: 77

RQS Reference: C.2.1.14

Some commercial upgrades will require the users to pay the additional cost of the upgraded features. It is unrealistic for the Government to expect new and emerging services without bearing its share of the cost. Regulated entities are mandated to pass the cost of these services to the users of the services. The Contractor recommends that this requirement be deleted.

Answer:

As indicated in C.2.1.14, if a user wants conformance to a new standard earlier than the contractor's commercial plan for development, then it shall be negotiated on an individual case basis. This can be accomplished via ODC. The requirement will not be deleted.

Question: 78

RQS Reference: C.2.2.1.1.1

In reference to section C.2.2.1.1.1, Basic Service Capabilities (e) Operator Assistance, the Contractor recommends that the Government separate services required for operator assistance (e.g., dialing difficulties) from dedicated attendant services (e.g., completing conference calls).

Answer:

The requirement will be changed to read: "Operator assistance shall be provided for any services offered by the service operator, such as making conference calls."

Question: 79

RQS Reference: C.2.2.1.1.1

Government identifies service capability which includes access to PBX systems. How does the Government envision trunk access that can provide both dialing plan truncation and access code for numbering plans? Features associated with PBX should be identified separately.

Answer:

The dialing plan truncation is for using MAA Centrex services only, as specified in the RQS. The RQS will be changed to specify that the access code is a requirement for MAA Centrex-like services only.

Question: 80

RQS Reference: C.2.2.1.1.1

Government requires basic capability to include ANI for incoming and outgoing calls, as well as calling number suppression. These features are not compatible.

Answer:

The ANI requirement will be changed to apply to outgoing calls only. The caller ID feature will provide inbound ANI information.

Question: 81

RQS Reference: C.2.2.1.1.2

The Contractor recommends that the PBX trunk access features be separated from the CENTREX and business line in that trunk features and line features have separate attributes.

Answer:

The RQS will be amended to provide separate features for each appropriate line type.

Question: 82

RQS Reference: C.2.2.1.1.4.1

In reference to Section C.2.2.1.1.4.1, User-to-Network Interface, under (a) Analog Line and (c) Analog Trunk, please verify that the bandwidths required are 400 kHz opposed to 4 kHz.

Answer:

These references will be corrected.

Question: 83

RQS Reference: C.2.2.2.4.1

In reference to Section C.2.2.2.4.1, User-to-Network Interface, please provide specific examples of existing or planned applications which will utilize each interface listed.

Answer:

Examples are provided in the third paragraph of C.2.2.2.1 of the RQS.

Question: 84

RQS Reference: C.3.5

Please clarify this clause. Who is responsible if the equipment and/or service is not provided by the Contractor? The Contractor recommends that the MAA Contractor be responsible for its own equipment and service and cooperative testing with any other vendors, but the MAA Contractor should not be held responsible for trouble resolution independent of any other vendor.

Answer:

See response to question 147.

Question: 85

RQS Reference: C.3.6

Please identify the user sites for end user training.

Answer:

The locations of current GSA customers will be identified in each metropolitan area-specific RFP.

Question: 86

RQS Reference: C.4.1

The Contractor recommends that all such delivery schedules be negotiated at contract implementation.

Answer:

Estimates of anticipated quantities are metropolitan-area specific and will be addressed in each RFP. All services provided under this contract will be purchased through service orders issued after contract award. Section G.2.2.1.2 permits each offeror to propose service availability intervals for each service based on its commercial practice. This section outlines the conditions where delivery schedules can be negotiated.

Question: 87

RQS Reference: C.4.1

(c) During cutover from one vendor to another, there may be minimal, unavoidable service disruptions during certain conditions or stages. The Contractor recommends that the Government consider this in its requirement.

Answer:

Item (d) of this section recognizes that minimal disruptions may occur.

Question: 88

RQS Reference: C.4.1.3

The Government is purchasing service. Why is it necessary to have the loops' and trunks' proposed approach and physical route identified? This network facility identification is proprietary. The Contractor recommends a logical layout to satisfy this requirement.

Answer:

The Government requires loops, trunks, and physical routes to be identified to allow the Government to identify potential aggregation opportunities, security requirements, diverse routing requirements, as well as potential routes for inclusion of new customers. In conjunction with the contractor, the Government will identify contractor-proprietary information and protect such proprietary information.

Question: 89

RQS Reference: D.4

The Contractor recommends that only equipment, accessories, etc. provided and/or installed by the Contractor be removed by the Contractor. The Government has indicated its desire to contract to other vendors for some service installations.

Answer:

The RQS will be amended to read as follows: "All contractor-provided MAA equipment, accessories, and devices shall be dismantled and removed from the Government premises by the contractor...."

Question: 90

RQS Reference: E.3

The Contractor recommends that any Government access to the Contractor's site and equipment be supervised by the Contractor and that any resulting changes be negotiated before being implemented by the Contractor's personnel.

Answer:

No. The Government has the right to access the Contractor's site. However, the contractor may provide escorts at no additional cost to the Government.

Question: 92

RQS Reference: G.2.2.2

This contractor provides telecommunication services in multiple MAA locations. The functions called for in the MAA for ordering and billing are currently provided. However, due to regulatory and local operational procedures, the specific support systems used may vary between MAA cities.

In responding to the RQS, can the contractor provide a representative example of the service ordering and billing capabilities?

Can the contractor use its existing support systems, which may vary by MAA award, as long as all ordering and billing functional requirements are met?

Answer:

See response to question 93.

Question: 93

RQS Reference: G.2.2.1

This contractor provides telecommunication services in multiple MAA locations. The functions called for in the MAA for ordering and billing are currently provided. However, due to regulatory and local operational procedures, the specific support systems used may vary between MAA cities.

In responding to the RQS, can the contractor provide a representative example of the service ordering and billing capabilities?

Can the contractor use its existing support systems, which may vary by MAA award, as long as all ordering and billing functional requirements are met?

Answer:

In responding to the RQS, the contractor may provide a representative example of its service ordering and billing capabilities that meet the ordering and billing functional requirements. In response to each metropolitan-area specific RFP, the contractor shall describe the specific ordering and billing systems that will be used in that metropolitan area that meet the RQS ordering and billing functional requirements.

Question: 96

RQS Reference: G.4.1.1

This contractor provides telecommunication services in multiple MAA locations. The functions called for in the MAA for ordering and billing are currently provided. However, due to regulatory and local operational procedures, the specific support systems used may vary between MAA cities.

In responding to the RQS, can the contractor provide a representative example of the service ordering and billing capabilities?

Can the contractor use its existing support systems, which may vary by MAA award, as long as all ordering and billing functional requirements are met?

Answer:

See response to question 93.

Question: 97

RQS Reference: G.3.5

The Government has indicated its desire to procure services from several vendors. The Contractor will commit to cleaning up any disorder/trash created by its personnel only. The Government should change requirement to indicate this.

Answer:

The Government agrees. The RQS will be changed to read: "The contractor's responsibility shall be limited to cleaning up disorder and trash created by its personnel only."

Question: 98

RQS Reference: G.4.1

Section G.4.1 states that the electronic media options shall include magnetic tape, diskette, CD-ROM, and write once read many (WORM) cartridges. The Contractor recommends that the wording be changed to state that billing should be available in one of the following electronic media options, i.e., magnetic tape, diskette, CD-ROM, or write once read many (WORM) cartridge.

Answer:

The Government agrees and will make the change.

Question: 99

RQS Reference: G.5.2.1

The nature of the trouble will determine the trouble clearance time frame. The Contractor recommends that the Government receive within 24 hours either a clearance or a report with details to the pending status of the trouble

Answer:

These requirements are consistent with existing contracts for local services with the GSA Regional Offices. The RQS will not be changed.

Question: 100

RQS Reference: G.5.2.1

Please clarify conditions upon which the Government will agree to a longer restoral time for routine troubles

Answer:

The Government recognizes that there will be situations beyond the contractor's control when longer restoral times will be required. These will be determined on a case by case basis. Also see response to question 99.

Question: 101

RQS Reference: G.5.2.2

It is unrealistic for the Government to require a 4-hour maximum restoral time for catastrophic failures, facility failures, etc. such as a cable or fiber cut specifically when, in many instances, these incidents may be out of the Contractor's control. The Contractor recommends that the Government change the requirement to read that Government be notified of the trouble within 4 hours and kept informed of trouble clearing progress

Answer:

See responses to questions 99 and 100.

Question: 102

RQS Reference: B.2.1

Page B-6, Lines 217

As you look at PUC Tariffs nationally, various definitions of the locations of network interface devise exist. Costs and/or method of cost recovery for extending the user point of connection on the user side of the Network Interface Device can vary greatly with different service requirements and physical requirements. Would GSA consider a T&M approach and pricing table for this type of activity?

Answer:

The Government declines to include this suggestion in the RQS.

Question: 103

RQS Reference: G.5.2.2

(f) The Contractor recommends that some mutually agreeable criteria be used to designate a service as "critical." The Contractor recommends that these critical services be limited in number and identified prior to service initiation.

Answer:

The RQS will be changed to indicate that the GDR or ADR will identify "critical users and/or circuits" to the contractor prior to service initiation.

Question: 104

RQS Reference: G.5.2.2

(g) The Government has identified certain disruptions, some of which the Contractor has no control over. There may be times when the Contractor is not allowed immediate access. It is unrealistic for the Government to expect a 4-hour restoral time in these circumstances. The Contractor recommends that this requirement be changed to providing status on trouble within 4 hours and as soon as possible when circumstances are beyond Contractors control.

Answer:

See responses to questions 99 and 100.

Question: 105

RQS Reference: B.2.1.2

Page B-7, Line 239

Indicates 10 types of local loops. Not included in the loop types are: digital, on-ISDN lines and non-Centrex ISDN BRI line. These are local loop types that may be procured in MAA locations.

Recommendation: include the following local loop types (1) BRI-Non Centrex. (2) Digital Business Lines.

Answer:

These loop types are not part of the RQS requirements but may be added where necessary to a region-specific RFP.

Question: 106

RQS Reference: H.6

Transition services to a new vendor may cause the incumbent to expend overall resources above the normal service level, particularly if the new vendor is new to the business or area. The Contractor recommends that transition services be negotiated and priced at the time they are needed on an MAA-to-MAA contractual basis.

Answer:

See response to question 26.

Question: 107

RQS Reference: H.12

The Contractor suggests that the Government remove the restrictions outlined in Section H.12 (b) regarding the Government's right to terminate if a tariff is not approved within 30 days of contract award. The tariff filing process and approval differs greatly between jurisdictions and Federal and state agencies.

The Contractor suggests that every MAA RFP contain specific language with regard to the length of time required for tariff approval based on the tariff of the regulatory agency in whose jurisdiction(s) that MAA falls.

Answer:

The RQS language will change from " within 60 calendar days after the date of contract award," to "within 90 days after the date of contract award or in extenuating circumstances a date approved by the ACO, the Government will have the right partially or entirely to terminate the contract without liability."

Question: 108

RQS Reference: H.13.1

The Contractor requests that the Government ensures that its comparison of publicly available services will be based on similar quantities, terms and conditions. Without this baseline, any comparison will be flawed.

Answer:

This is information that should be brought to the Government's attention when the contractor is responding to the Government's request for proposal for enhancements.

Question: 109

RQS Reference: H.16

When, during the proposal process, does the subcontracting plan need to be submitted, e.g., with the response to the RQS and/or the response to the Metropolitan Area Specific Request for Proposals?

Answer:

The subcontracting plan will be provided in the response to a specific MAA RFP.

Question: 110

RQS Reference: H.22.1

This clause places undue risk on the MAA Contractor. The Contractor recommends that the Contractor only assume financial responsibility for all costs resulting from fraudulent use of MAA services by its personnel, subcontractors, and consultants. The MAA Contractor should not be held liable for costs resulting from fraud by the Government, its employees, agents, subcontractors, or third parties.

Answer:

See response to question 271.

Question: 111

RQS Reference: H.29

Please clarify whether asbestos abatement at Government sites will be performed by only the Government. In addition, please confirm whether all Contractor activity will stop immediately upon the discovery of asbestos with no penalties incurred by the Contractor.

Answer:

See response to question 59.

Question: 112

RQS Reference: A

Currently planned timing on the RQS responses (Proposal due 1/15/98 with award 60 days later) creates significant overlap with the planned release of the first MAA RFPs. If a vendor does not yet know if it is qualified before it commits resources to respond to an RFP, risk increases, prices increase and the best interests of the government are not served. Would GSA reconsider the timing on both RQS and RFP to eliminate this conflict?

Answer:

It is determined that it is in the Government's best interest to simultaneously conduct the RQS qualification process and the RFP evaluation.

Question: 113

RQS Reference: I.1.12

Change the FAR cite to "52.215-14 Integrity of Unit Prices (OCT 1997)."

Answer:

The Government agrees and will change the FAR cite.

Question: 114

RQS Reference: I.1.13

Delete this clause since it is included in I.1.67, 52.215-08, Order of Precedence - Uniform Contract Format (OCT 1997).

Answer:

The Government agrees and the clause L.1.13 will be deleted.

Question: 115

RQS Reference: C.1.2

Some of the identified MAA cities are served by more than a single Local Exchange Carrier. The FCC/PUC/PCC has strict rules governing the legality and ability of a LEC to serve portions of a metropolitan area where it is not the franchised local exchange company. What steps has GSA taken to assure that each Local Exchange Carrier serving a metropolitan area targeted for an MAA RFP will not be precluded from bidding?

Answer:

The Government continues to solicit vendors' feedback on their service coverage and the types of service being provided in each service coverage area. The Government made this request explicitly in the RQS as well as during one-on-one meetings with vendors. This information feedback from vendors, together with other research, will allow the Government to specify the geographical boundary of an MAA city that will maximize competition.

Question: 116

RQS Reference: G

Within a metropolitan area, will GSA require all calls for ordering, help, repair, etc. to be answered at a single location within that metropolitan area?

Answer:

The Government does not require that the contractor set up a single location within a metropolitan area for all functions.

Question: 117

RQS Reference: B.2.3

Page B-8, Line 266

Indicates that "in the future, if and when the MAA contractor is permitted to provide full IXC access service...

There is no reason why this access service can not be provided today. The only concern should be conflicts with the existing FTS2000 contracts which specifies that the current contractor's prices include all charges (normally this includes CSS IXC access) to the SDP. If an agency does not procure services under FTS2000, there is no conflict and no duplication of charges for the same services. Recommend that the government include CSS IXC access the current MAA proposal.

Answer:

The Government declines to include this recommendation in the RQS.

Question: 118

RQS Reference: H.7

Will the contractor be allowed to review the ACO's independent study of prices?

Answer:

The MAA contractor will be provided access to the ACO's independent study of prices.

Question: 119

RQS Reference: B.3

Page B-9, Line 265

In addition, either a local interoffice channel component or IXC access component will apply.

Current tariff pricing includes the interoffice portion of the local loop, it cannot be broken out and priced or sold to a customer. Only an IXC can purchase the interoffice component separately. Will the government consider allowing the tariff element to include both a local loop component and interoffice component under one price?

Answer:

No. The Government requires DTS on an end-to-end basis. Costs of this service are comprised of the pricing components defined in Section B.3.

Question: 120

RQS Reference: B.3.1.2

Page B-10, Line 286 Indicates 6 types of dedicated services and stops at T-1. Do we not need to go to DS3 or higher?

Answer:

The RQS provides DTS requirements of T1 and below only. Additional requirements may be added in specific MAA RFPs.

Question: 121

RQS Reference: B.3.3

Page B11, Line 299

How does the Contractor charge terminations on Centrex?

Answer:

Contractors do not charge for terminations on Centrex. Section B.3.1 states that no local loop charges shall apply where the SDP occurs on the network side of the contractor-provided switch.

Question: 122

RQS Reference: H.12

(Ref. H.12 Tariff Filing Requirements) a) Will GSA accept media other than CD-ROM? b) Filing and approval of tariffs within State Commissions frequently require longer than 60 days. Will GSA consider eliminating this requirement?

Answer:

a. No.

b. See response to question number 107.

Question: 124

RQS Reference: H.22.1

It is not standard industry practice to hold the contractor responsible for fraudulent actions of either the customer or outside persons. Please indicate what studies GSA has undertaken that would justify such a requirement, or eliminate this requirement if such studies do not exist.

Answer:

See response to question 271.

Question: 125

RQS Reference: C.2.1.2.1

Page C-6, Line 210

Under the referenced section the potential requirement for ISDN services is cited. However, the applicable ISDN standard is not specified. Which ISDN standard does the GSA wish to have delivered?

Answer: 125

This statement has been deleted from the RQS.

Question: 127

RQS Reference: C.2.1.5

Page C-8, Line 256

Please provide standard configuration of facilities and equipment type from the NID. It is the contractor's contention that any requirement outside the standard configuration would be handled on a use-by-use basis and billed as ODC's.

Answer:

See response to question 18.

Question: 128

RQS Reference: C.2.1.5

Page C-9, Line 275

The SDP is the interface point for the physical delivery of a service and one of the points at which performance parameters are measured to determine compliance with the contract, and the point used by the contractor to identify the charges for services rendered.

The additional facilities from the NID to the SDP are not owned and maintained by the contractor. How can the contractor be held responsible for the performance of those facilities in the delivery of service?

Answer:

See answer to question 147.

Question: 129

RQS Reference: H.29

Please clarify whether or not the costs of working on asbestos will be billable under ODC?

Answer:

See answer to question 59.

Question: 130

RQS Reference: I.1.14

Change the FAR cite to "52.215-18, Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)."

Answer:

The Government will delete this clause.

Question: 131

RQS Reference: H.31

Please clarify whether or not costs associated with working in Historic Buildings will be billable under ODC?

Answer:

Costs associated with working in historic buildings will be billable as an ODC when authorized in advance by the ACO.

Question: 132

RQS Reference: I.1.34

Change the FAR cite to “52.225-11, Restrictions on Certain Foreign Purchases (OCT 1996).”

Answer:

The Government agrees and will make the change.

Question: 133

RQS Reference: L.22

(Ref. L.22 Detailed Qualification Statement Instructions) Since the RQS is in the format of an RFP, does GSA expect a paragraph by paragraph response in the contractor’s Proposal? Other directions in Section L seem to indicate that GSA is only looking for true qualifications as directed in L.22.1.4.2 through L.22.1.9. Please clarify.

Answer:

The Government does not require a specific format for responses to the RQS. However, since the qualification statement will be incorporated into the proposal responding to a metropolitan area-specific RFP, offerors should respond to the RQS in the same format as it would respond to an RFP.

Question: 134

RQS Reference: M.1

If an offeror chooses not to respond to this RQS, but rather to include RQS information with an RFP, and is deemed “qualified” in that effort, but does not win that MAA contract, will the offeror be required to submit RQS information with each subsequent RFP?

Answer:

No. Once a qualification statement is determined to be "qualified" in either the initial qualification phase or in response to a metropolitan area-specific RFP, the offeror will be considered to be qualified for all future MAA RFPs (see Section M.1). However, the offeror will have to certify that the qualification statement is current and accurate for incorporation into the metropolitan area-specific proposal (see Section M.4.2).

Question: 135

RQS Reference: C.2.1.6

GSA is requiring the contractor to use existing numbers after the users are transitioned to the new network. This requires true number portability. At present, number portability is not viable. Non-LEC bidders will be unable to meet this qualification, thus giving the incumbent LEC an unfair advantage. Will GSA eliminate this requirement?

Answer:

See response to question 19.

Question: 136

RQS Reference: C.2.1.7

The way GSA has written the MAA RQS, and subsequent MAA RFPs, the government customer will be able to purchase piece parts of the service from various vendors (FTS2001, MAA, POTS, WACS, etc.) If the MAA vendor is to be held responsible for “all aspects of service quality, security, interconnectivity and

interoperability of services,” please clarify under which part of Section B Pricing the contractor will recover costs associated with these broad requirements?

Answer:

The Government considers the requirement for working with other vendors to ensure end-to-end, seamless service delivery and operation as part of the contractor's basic service planning and implementation.

Question: 137

RQS Reference: C.2.1.9

(Ref. C.2.1.9 Security of Contractor Infrastructure). The GSA is requiring the contractor to provide security within the infrastructure of the contractor’s network (underlining provided for emphasis). Yet C.2.1.7 requires the contractor to assure security for all aspects between SDPs, even if all parts of the service are not part of the contractor’s network. Please clarify.

Answer:

Answer to question 147 also applies to security requirements.

Question: 138

RQS Reference: C.2.1.6

Page C-9, Line 295

Where will the additional charges for assessing and identifying compatibility issues be reflected in Contractor's pricing?

Answer:

The Government considers assessing and identifying compatibility issues before installation as part of the vendor's basic service planning and implementation.

Question: 139

RQS Reference: I.1.57

Change the FAR cite to “52.244-1, Subcontracts (Fixed Price Contracts) (OCT 1997).”

Answer:

The Government agrees and will make the change.

Question: 140

RQS Reference: C.2.1.7

Page C-10, Line 314

How can the Contractor ensure the Government for performance requirements when multiple vendors exist and have access to shared facilities that are used for MAA?

Answer:

See answer to question 147.

Question: 141

RQS Reference: C.2.1.11

(Ref. C.2.1.11 Implementation) Does implementation include replacement of current services with like MAA services? This requirement references existing MAA services. Please clarify what MAA services currently exist.

Answer:

Existing GSA-provided services will be identified in the MAA-specific RFPs. Government agrees that the RQS description of implementation is ambiguous and will revise the RQS.

Question: 142

RQS Reference: C.3.6

“The end user training shall be conducted at each user site.” Some user sites consist of a single user. Does GSA expect end user training at each smaller site? Farther in C.3.6, GSA states “The contractor shall . . . arrange for appropriate facilities to conduct the training.” Please clarify whether training shall occur at each user site or at facilities arranged for by the contractor.

Answer: 142

The training requirements of the RQS will be clarified.

Question: 143

RQS Reference: C.4.1.1

GSA is requiring a site-specific Management Plan 30 business days after each MAA contract award. Given that the MAA is non-mandatory, and that aggressive marketing of MAA services cannot begin until after award, how will the contractor know which specific sites should be included in the site-specific Management Plan? Will all these sites be guaranteed to purchase services from the MAA contract?

Answer:

After contract award, the Government will identify the specific sites to be transitioned. The Government has provided a list of potential sites on the MAA web site (<http://www.gsa.gov/maa>), and will further define these sites in the metropolitan area specific RFPs (e.g., types of service being used, number of lines, etc.).

Question: 144

RQS Reference: C.2.1.7

Page C-10, Line 314 - 315

The contractor shall be responsible for all aspects of service quality, security, interconnectivity, and Interoperability of services between SDPs.

The additional facilities from the NID to the SDP are not owned and maintained by the contractor. How can we be held responsible for the performance of those facilities in the delivery of service?

Answer:

See answer to question 147.

Question: 145

RQS Reference: C.4.1.3

Please provide details regarding exactly what size and complexity will require an Execution Plan.

Answer:

The Government cannot provide exact details regarding the need for an execution plan because the requirement for an execution plan can be influenced by many factors: the services and technologies involved, the number of locations contained in a service order, site-specific requirements, etc. It is unlikely that installation of a single business line will require an execution plan. However, a service order involving critical users/services at multiple locations would require an execution plan. The need for an execution plan will be determined on a case by case basis by the GDR or ADR.

Question: 146

RQS Reference: D.4

Please clarify whether “All leased equipment, accessories, and devices” refers to just equipment, accessories, and devices provided by the contractor under the MAA contract or whether this requirement includes all equipment, accessories, and devices. If it is the latter, please indicate how the contractor will be reimbursed for the cost associated with these removal activities.

Answer:

See response to question 89.

Question: 147

RQS Reference: C.2.1.9

Page C-11, Line 342

How can the Contractor ensure the Government for performance requirements when multiple vendors exist and have access to shared facilities that are used for MAA?

Answer:

The Government requires the contractor to be responsible for planning, coordinating, and working with other vendors to ensure services are delivered and operational at the specified performance level. The Government specifies a set of service delivery points, where the vendor's performance will be measured. Where multiple vendors exist between the vendor's network and the service delivery point (e.g., the inside wiring is owned by another vendor), the Government expects the MAA contractor to ensure service delivery at the required performance level.

Question: 148

RQS Reference: C.2.1.12

Page C-12, Line 374

This section seems to contradict other sections of the RQS in regards to the location of the SDP and what the contractor has to provide for service and performance requirements. Would the Government define more closely the difference between On-premise wiring and what is necessary for delivery of service to and SDP?

Answer:

See response to question 35.

Question: 149

RQS Reference: E.2.1.2

Please clarify who has the responsibility to resolve problems between the MAA and other network(s) and system(s) and connecting devices or facilities encountered during cutover testing. C.2.1.7 seems to place that responsibility on the MAA contractor. Please clarify.

Answer:

During cutover testing, the MAA contractor is responsible for ensuring that the service is delivered and operational. If there are networks, systems, connecting devices, and facilities from other vendors involved in the service delivery and operation, the MAA contractor is responsible for planning, coordinating, and working with those other vendors to ensure problems are resolved and services are delivered. RQS Reference: C.2.2.2.3

Question: 150

RQS Reference: F.2

The Deliverables matrix lists a number of reports to be provided “as required”. One example is Call Detail Records. Section B Pricing allows for pricing for a number of reports. Please clarify where the contractor will be pricing such “as required” reports as Call Detail Records.

Answer:

As stated in Section G.6.1, there are numerous reports (deliverables G.6.1(a) through G.6.1(i)) that are to be provided to the Government as part of basic service. Therefore, there are no prices for these reports in Table B.5.2-1.

Table F.2-1 will be updated to clarify quantity requirements.

Question: 151

RQS Reference: G.3.1

G.3.1 states “The contractor shall provide number portability.” At present, number portability is not viable. Non-LEC bidders will be unable to meet this qualification, thus giving the incumbent LEC an unfair advantage. Will GSA eliminate this requirement?

Answer:

See answer to question 19.

Question: 152

RQS Reference: C.2.2.1.1.1

Page C-15, Line 480-481

Number Portability. The contractor shall retain all existing line numbers at a Government location. Number portability is not available nationwide today. This requirement needs to be addressed on a site-by-site basis.

Answer:

See response to question 19.

Question: 153

RQS Reference: M.4.4

Will transition costs be an evaluated element? How will transition costs be estimated? How will they be evaluated?

Answer:

Except where SICs are priced, transition costs will not be an evaluated element.

Question: 154

RQS Reference: G.3.1

Number Portability. The contractor shall retain all existing line numbers at a Government location. Number portability is not available nationwide today. This requirement needs to be addressed on a site-by-site basis.

Answer:

See response to question 19.

Question: 155

RQS Reference: H.1

Does the GSA have any existing long-term contracts for local service? If yes, will the expiration of these contracts coincide with the award of the MAA in that city? Will the MAA supersede any existing contracts? Who will be responsible for termination liabilities?

Answer:

GSA does have some existing contracts for local service. The award of an MAA is not based on the expiration of the in place contracts. The MAA may be used to supersede and/or complement existing contracts. The Government is responsible for any termination liability.

Question: 156

Page C-23, Line 729

(b) GOS end to end : Shall be at less than 1 percent (i.e., P.01)

Is this end to end within the same MAA switch engineered and provided by the Contractor? How does the GSA intend to measure and evaluate an offeror's response and ensure quality service deliver for government users?

Answer:

As specified in Section C.2.1.7, the contractor is responsible for performance between SDPs. GOS will be measured between MAA SDPs.

Question: 157

RQS Reference: B.2, B.3

Sections B.2 and B.3. Is it the government's intention to have the option of purchasing the pricing components of switched and dedicated services separately?

Answer:

The Government intends to purchase switched and dedicated services on an end-to-end basis. Costs of these services are comprised of the pricing components provided in Section B.

Question: 158

RQS Reference: C.3.6

Page 28, Line 880

“The contractor shall provide training to the end users for newly acquired services as part of the service provision. This requirement can be applied to any service at any level. For services such as business lines or tie lines, there is little or no training required for the end user. To burden the contractor with the possibility of being required to train on all services will inflate prices to the federal agency.

Recommendation. Develop a table of services and quantify of services which would normally require training. This will help vendors responding to the solicitation make reasonable estimates of training time and expense.

Answer:

See response to question 142.

Question: 159

RQS Reference: B.5.1

Table B.5.1-1, pg B-15. Since there are too many unknowns, e.g., equipment type, distance, etc., to adequately use this table for pricing, would the Government consider local loop pricing beyond the NID as an ODC?

Answer:

Yes. See response to question 35.

Question: 160

RQS Reference: C.4

Page C-28, Lines 893-980

Implementation does not define the type or quantity of services that require elements under C.4 to be used. Would the Government define or place parameters around contract award vs. ongoing maintenance for purposes of establishing what is outside the normal telco practices for providing services?

Answer:

See response to question 86.

Question: 161

RQS Reference: B.5.4

Section B.5.4. Will the government specify the NXXs that will be part of the MAA?

Answer:

Yes, the respective NPA-NXXs will be specified in Section J of each of the MAA RFPs.

Question: 162

RQS Reference: B.5.4

Can the vendor include as many NXXs as appropriate in a NPA-NXX group?

Answer:

Yes, the vendor may include as many NPA-NXXs as appropriate in each NPA-NXX group. The Government will provide the list of NPA-NXXs for each MAA in the RFPs.

Question: 163

RQS Reference: B.5.5

Will the government identify the IXC POP locations currently being used by GSA?

Answer:

No. The purpose of the IXC POP location table is to provide the POPs to be used by the offeror. There is no intent on the part of the Government to identify any POPs to be used.

Question: 164

RQS Reference: C.2.1.7

Section C.2.1.7 Performance, Lines, 314-315. Will the government please further clarify this requirement. If the contractor is providing local loop from the MAA switch port to a telephone and is not the provider of the PBX, what is the government's expectation of the requirement "responsible for all aspects of service quality, security, interconnectivity, and interoperability of services between SDPs."

Answer:

The MAA contractor provides service on an end-to-end basis between SDPs and is not responsible for PBX or other services beyond those points.

Question: 165

RQS Reference: C.4.1.2

Page C-29, Line 918

The contractor shall conduct testing for each service category during service installation following the requirements as defined in Section E.2.1. For services such as business lines or tie lines, there is little or no cutover testing required or can be observable to the government. To burden the contractor with the possibility of being required perform cutover testing on site with all services will inflate prices to the federal agency.

Recommendation. Develop a table of services and quantify of services which would normally require cutover testing. This will help vendors responding to the solicitation make reasonable estimates of training time and expense. C.4.1.3 Execution Plans recognizes that there is a difference between small standard installation and larger more complex services that require detailed planning. Another recommendation would be to state for both cutover testing or customer training that the ACO needs to request of the contractor either/or test cutover or training.

Answer:

See response to question 168 for acceptance testing issues. See response to question 142 for training issues.

Question: 166

RQS Reference: C.3.6

Will the contractor be allowed to charge for additional or makeup training as an ODC?

Answer:

See response to question 76.

Question: 167

RQS Reference: D.4

Section D.4, line 42, pg D-2. Would the government consider changing the first words of this sentence to read, "All MAA leased equipment . . ." instead of, "All leased equipment . . ."?

Answer:

See response to question 89.

Question: 168

RQS Reference: E.2.1

Page E-1, Line 24- 40 acceptance testing as stated by the RQS does not differ between types of services provided under MAA. Local Voice Service (LVS) does not have the same testing requirements that a Dedicated Transmission Service (DTS).

Would the government change the requirements to reflect normal operating practices for local telephone companies? This would realize a cost reduction in the price of services obtained. Special requirements are not included in standard tariff pricing.

Answer:

The RQS Section C.4.1.2 (lines 920-921) permits the contractor to propose testing appropriate for each type of service. The Government encourages contractors to propose normal operating practices for acceptance testing.

Question: 169

RQS Reference: G.2.1

Lines 241-242. From when is the five business days counted?

Answer:

See response to question 258.

Question: 170

RQS Reference: G.3.6

Lines 455 - 456, pg G-15. Is there a document that describes existing security devices and systems used by the government? If so, will this document be made available to offerors for the purpose of responding to this requirement?

Answer:

No, there is no such comprehensive document available. The intent of this requirement is that the contractor's infrastructure shall support the transmission of all encrypted information that is generated by Government equipment in a transparent manner when such equipment meets the service specific UNI requirements.

Question: 171

RQS Reference: G.4.1.7

Line 576, pg. G-20. Would the government clarify their meaning of the term “uniquely”. What specifically is the government asking for?

Answer:

The Government wants each service outage event to be identified by a unique trouble report number for tracking purposes. The contractor may propose the identification system to be used.

Question: 172

RQS Reference: G.6

Lines 710-711, pg G-24. From when is the 10 business days counted?

Answer:

Archived data shall be available within 10 business days after a formal, written request is received by the contractor.

Question: 173

RQS Reference: G.6.2

Lines 717-718, pg G-24. Will the contractor be allowed to recover costs of special reports and modifications? If yes, how will this be accomplished? Through ODC?

Answer:

Special reports and modifications to existing reports will be ODC.

Question: 174

RQS Reference: F.2

Pages F-2 - F-8

Could GSA please identify what are the current standard applications being used by GSA when using electronic media for Contractor deliverables?

Answer:

The following statement will be added to the RQS: "Contractor deliverables provided in electronic media shall be provided in Microsoft Word, Microsoft Excel, or ASCII text."

Question: 175

RQS Reference: H.9

pg. H-6. Would the Government consider limiting access to pricing to only GSA and authorized users of the MAA contract?

Answer:

No. See response to question 56.

Question: 176

RQS Reference: H.11.1

Section H.11.1, lines 266 - 268, pg H-7. Since variables exist to cause service outages, e.g., equipment failure, power failures, etc., will the Government consider allowing the MAA vendor to issue the credit for performance failures directly related to MAA services?

Answer:

The Government will consider a proposed credit allowance plan that differs materially from the solicited plan, provided the proposed plan is at least as advantageous to the Government as the plan set forth in the RQS.

Question: 177

RQS Reference: G.2.2.1.1

Page G-11, Line 327

The pre-installation design, provisioning and central office work can involve significant contractor expense PRIOR to the site start of installation. How will the Contractor be compensated for those expenses not otherwise recoverable?

Answer:

Section G.2.2.2.1.1 does not limit the commencement of installation to "site installation."

Question: 178

RQS Reference: G.4

Page G-16, Line 477

The Public Utilities Commission requires the billing of tariffed rates. Internal audit and program management processes require the separation and identification of any program fees billed and collected. The Contract Management Fee (CMA) will be reflected in the bill total. What is GSA's position relative to the CMA appearing on the bills?

Answer:

Section G.4, line 488 states GSA's requirement that "The Contract Management Fee shall not be a separate item on the invoices."

Question: 179

RQS Reference: H.26

(e), lines 537-543, pg H-17. Will consideration be made by GSA on uncollected fees that are a result of the inability to collect from the direct billed agency?

Answer:

See response to question number 126.

Question: 180

RQS Reference: H.22.1

Lines 488-490, pg H-16. The requirement as stated is very broad. Would the Government consider narrowing the requirement to something more manageable?

Answer:

See response to question 271.

Question: 181

RQS Reference: H.7

Page H-4, Line 171

How will the Price Management Mechanism comparative service vendors, those being used for comparative rates, be selected? Will the GSA PMM use only those providers that are prequalified as RQS participants to assure comparative and comparable services, support infrastructures, and competencies?

Answer:

Comparative service vendors will be selected within a specific metropolitan area as indicated in paragraph H.7 through independent Government research. The PMM will not be limited to pre-qualified RQS participants.

Question: 182

RQS Reference: H.29

(a), 560-561, pg H-18. Will allowances be made for extenuating circumstances?

Answer:

See answer 59.

Question: 183

RQS Reference: J.3.1-2

Table J.3.1-2, pg J-15, Principle 15.8. Does this principle mean that the government will only accept bids from firms on the MAA Qualified Vendor List?

Answer:

No.

Question: 184

RQS Reference: H.26

(e), Page H-17, Line 537

Could GSA please provide language that qualifies the statement "applicable Monthly Summary Report period" to relate to the end of the year's quarter for which the Contract Management Fee is to be paid as it is referenced in Section G.4 Billing Procedures?

Answer:

The RQS will be amended to reference "the applicable Government fiscal year quarter" rather than "applicable Monthly Summary Report period." Item (c) in this clause will be amended to include references to multiple invoices and monthly summary reports.

Question: 185

RQS Reference: J.5

Section J.5, pg J-44. Is the Subcontracting Plan Outline in addition to a firm's corporate plan?

Answer:

This plan is intended to be used as a guideline. It is not intended to replace any existing corporate plan which may be more extensive.

Question: 186

RQS Reference: J.3.2

Page J-11, Line 202

How is a multiple business unit/multinational corporation going to be considered for purposes of prohibitions/restrictions on bidding and/or supplying various services and product areas of MAA/FTS?

Answer:

Each Contracting Officer for each contract will handle each contractor individually. Where there is a conflict of interest or an appearance of a conflict of interest on the contractor's part, the Government expects the contractor to bring these to the attention of the Contracting Officer.

Question: 187

RQS Reference: J.6

Table J.6-1, pg-100, items 201- 208. The RQS sections noted in this section are not contained in the document.

Answer:

See response to question 61.

Question: 188

RQS Reference: M.1

Section M.1(a), lines 42-43, pg M-1. Will the government confirm that there is no penalty for responding to this RQS at a date later than the January 15, 1998?

Answer:

See response to question 63.

Question: 189

RQS Reference: J.5

Page J-44, Line 223

Since it is possible, and probable that some products and services will be provided under PUC tariffs, does GSA recognize the Small Business expenditures and participation inherent in that part of the provisioning process ongoing in a LEC or only that expenditure and participation that can be directly attributable to an MAA service order?

Answer:

It depends on which type of subcontracting plan is submitted.

Question: 190

RQS Reference: C.1.2.2

Assuming the MAA vendor is legally allowed to offer services, please clarify when and to whom the MAA vendor is allowed to offer IXC transport services under this contract.

Answer:

Assuming the MAA vendor is legally allowed to offer services and it is in the best interest of the Government, the MAA vendor is allowed to offer IXC transport services under the FTS2001 contract to any authorized users specified in RQS Section C.1.2.1, Authorized Users, one year after the FTS2001 contract is awarded.

Question: 191

RQS Reference: L.14

Page L-6, Line 223

Could GSA define what is considered a “reasonable” period for obtaining a “Top Secret” security clearance?

Answer:

Since most telecommunications providers already have cleared personnel and facilities, the government does not expect this requirement to be an onerous burden. In the event that new personnel or facility security clearances are required the government understands that the clearance process can take several months.

Question: 192

RQS Reference: C.1.2.2

When MAA vendor wins one MAA location, is the vendor allowed to then offer IXC transport services in any other MAA city?

Answer:

When an MAA vendor wins one MAA location, that vendor will be allowed to offer IXC transport services in another MAA city if (a) law and regulation permit the vendor to do so, (b) the one-year forbearance period of the FTS2001 has passed, and (c) if it is determined to be in the Government's best interest to do so.

Question: 193

RQS Reference: C.1.2.2

When does the “one year” forbearance period end and the date of entry begin. Since FTS 2001 may be awarded prior to an MAA, does the date of the FTS 2001 award become the official date from which all MAA entry dates for providing IXC transport begin at all MAA sites? Please clarify.

Answer:

The one-year forbearance period starts at the contract award date of a specific contract (MAA or FTS2001) and ends after one year from the award date.

Question: 194

RQS Reference: M.2.1

The GSA has stressed that awards under the MAA program will be made, "...on the technically acceptable and lowest price basis". Many of the program management practices and support mechanisms called for in the RQS, however, are different, in some cases significantly different, than standard commercial practices

and tariff requirements. (Tariff requirements, by definition, must be met.) In order for an offeror to meet all technical management requirements, existing support infrastructure must be expanded causing the offeror to incur greater cost of operation. With this being the case, how can the GSA anticipate MAA prices lower than those currently available from existing carriers?

How does the GSA intend to measure and evaluate this aspect of an offerors response and ensure quality service deliver for government users?

Answer:

All offerors are required to respond to the same technical and management requirements specified in the RQS. The Government evaluates proposals for technical acceptability based on offerors' demonstrated capabilities of meeting these requirements. The Government anticipates MAA lower prices through competition among vendors to meet the same set of requirements. The Government ensures quality service delivery to the Government by specifying the performance levels that the offerors must meet.

Question: 195

RQS Reference: I.1.60

Change the FAR cite to “52.246-23, Limitation of Liability (FEB 1997).”

Answer:

The Government agrees and will make the change.

Question: 196

RQS Reference: C.1.2.3

In reference to “access” to existing key systems and PBXs, is it referring only to the trunk (LEC) side of going into the system or is it referring to the station (user) side of the system also?

Answer:

The access to key or PBX systems refers to the trunk (LEC) side of the key/PBX system.

Question: 197

RQS Reference: I.10

Change the GSA Acquisition Regulation cite to “552.215-70, Examination of Records by GSA (FEB 1996).”

Answer:

The Government agrees and will make the change.

Question: 198

RQS Reference: C.1.2.3

Is the vendor required to have available/and be able to provide at the time of release of the RQS, all optional services identified in this item?

Answer:

No. At the time of release of the RQS, offerors need to be able to provide only mandatory services.

Question: 199

RQS Reference: C.2.1.12

Is the notification of non-compliance of the existing wiring within 15 days referring to just the wiring associated with a single order or the entire cable plant at a site?

Answer:

The notification of non-compliance of the existing wiring within 15 days refers to any wiring associated with providing the services specified in the service order. However, a service order may include the provision of services for the whole site or building.

Question: 200

RQS Reference: J.1.2

How will MAAs be designed on terminating NXXs? Will users be able to call anywhere that the PSN reaches? How can this be identified?

Answer:

The MAA users should be able to call anywhere that the PSN reaches. However, the MAA pricing only includes calls terminating within the MAA boundary which will be identified using NPA-NXXs in the respective MAA RFPs. Calls outside of MAA boundary will be billed by the carrier using the tariff rates or other pre-arranged plans.

Question: 201

RQS Reference: K

When, during the proposal process, does Section K, Representations, Certifications, and Other Statements of Offerors need to be submitted, e.g., with the response to the RQS and/or the response to the Metropolitan Area Specific Request for Proposals (RFP)?

Answer:

A disclaimer is added to the RQS indicating that Section K representations, certifications, and other statements will be included in metropolitan area specific proposals.

Question: 202

RQS Reference: K.1.3

Change the FAR cite to “52.223-6, Drug-Free Workplace (JAN 1997).”

Answer:

The Government agrees and the clause will be updated.

Question: 203

RQS Reference: K.3

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and the clause will be deleted.

Question: 204

RQS Reference: K.4

Change the FAR cite to “52.204-3, Taxpayer Information (JUN 1997).”

Answer:

The Government agrees and the clause will be updated.

Question: 205

RQS Reference: C.2.1.5

Will the SDP be determined on an individual order basis or will it be determined for the entire site at the time of contract award?

Answer:

The SDP will be determined on an individual order basis.

Question: 206

RQS Reference: K.7

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and this clause will be deleted.

Question: 208

RQS Reference: K.8

Change the FAR cite to “52.215-4, Type of Business Organization (OCT 1997).”

Answer:

The Government agrees and the clause will be updated.

Question: 209

RQS Reference: K.9

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and the clause will be deleted.

Question: 210

RQS Reference: C.2.2.1.1.1

Page C-15, Lines 475-476: Description of “any other services offered by operator” is vague. Please specify what services are required in this item?

Answer:

See response to question 78.

Question: 211

RQS Reference: J.4

Please define “Additional Directory Listings” and “Alternate Call Directory Listings”.

Answer:

These terms are defined in Section J.4.

Question: 212

RQS Reference: K.10

Change the FAR cite to “52.215-6, Place of Performance (OCT 1997).”

Answer:

The Government agrees and the clause will be updated.

Question: 213

RQS Reference: C.3.2

Please clarify: the ordering procedure is either ordering via GSA or direct ordering, or a combination of both?

Answer:

The Government requires that the contractor provide for both ordering via GSA and direct ordering.

Question: 214

RQS Reference: D.4

Lines 42-44: Is this equipment removal referring to equipment the contractor will use to complete orders and such (i.e. fax machines, printers, computers, etc.) or is it referring to leased key systems and PBXs, and the equipment associated with these systems?

Answer:

See response to question 89.

Question: 215

RQS Reference: K.15

Change the FAR cite to “52.223-13, Certification of Toxic Chemical Release Reporting (OCT 1996).”

Answer:

The Government agrees and the clause will be updated.

Question: 216

RQS Reference: E.3

Lines 121-122: If the government has another vendor change and/or complete the work the contractor started, who will perform the ongoing maintenance for that service since there may be a disparity between what the contractor provides versus what the government vendor provides?

Answer:

The MAA contractor is responsible for on-going maintenance.

Question: 217

RQS Reference: G.3.2

Page G-14, Lines 421-423: Please define “customer”. Is the vendor expected to provide access to GSA customers as well as itself. Additionally, the scope of work allows organizations other than the GSA to participate in this contract. Will the vendor be expected to provide access to customers other than Federal, as a part of this contract?

Answer:

MAA customers are defined in Section C.1.2.1. In addition, the contractor is expected to provide access to agents of the Government. The ACO will identify agents of the Government when appropriate after contract award.

Question: 218

RQS Reference: G.3.4

Page G-14, Lines 432-433: Please clarify the meaning “provide inventory status information”. Also specify what information will be required.

Answer:

As stated in Section G.3.4, the minimum requirements for the inventory data are to maintain information on the lines, equipment, services, and features provided under this contract by location and customer organization. Otherwise, the contractor is free to propose other inventory data and the format and structure of the inventory data.

Question: 219

RQS Reference: K.18

Please clarify the Government’s rationale for including this clause since the terms and conditions in the RQS are there for the procurement of commercial goods and services. The Government risks limiting the number of potential offerors by requiring that otherwise commercial concerns comply with CAS requirements.

Answer:

The Government agrees and will delete the clause.

Question: 220

RQS Reference: G.5.2.1

Page G-22: Do these service levels refer to CPE or just the network piece?

Answer:

The Government is buying service to the SDP. If the SDP includes CPE, the service levels will include the CPE.

Question: 221

RQS Reference: G.5.2.2

Page G-22: Do these service levels refer to CPE or just the network piece?

Answer:

See response to question 220.

Question: 222

RQS Reference: L.1.3

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and will delete the clause.

Question: 223

RQS Reference: G.3.6

Page G-14, Lines 455: Is there a document that describes “existing security devices and systems” used by the Government? This information is required to determine compatibility.

Answer:

See response to question 170.

Question: 224

RQS Reference: L.1.4

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and will delete the clause.

Question: 225

RQS Reference: G.3.6

Page G-15, Lines 459-460: What is meant by “quantify all risks”? Does this mean to identify the number of occurrences of a risk or is this a measure of the degree of risk on a scale. If the later, what scale should be used?

Answer:

See response to question 52.

Question: 226

RQS Reference: L.1.5

Change the FAR cite to “52.215-1, Instructions to Offerors - Competitive Acquisition (OCT 1997).” It is included under 52.215-1(b).

Answer:

The Government agrees and the clause L.1.5 will be deleted.

Question: 227

RQS Reference: H.12

(c) Revisions to tariffs may be directed by Public Service Commission, or other external organizations. Thus, the Government has no “consent” authority to agree or disagree with revisions to tariffs. Would the GSA consider removing this item from the RQS, due to its non-applicability.

Answer:

H.12 will remain as written, with the exception of a revision noted in response to question 107.

Question: 228

RQS Reference: L.1.6

Delete this FAR reference since it has been deleted from the FAR. This is included under 52.215-1(c), Instructions to Offerors - Competitive Acquisition (OCT 1997).

Answer:

The Government agrees and the clause L.1.6 will be deleted.

Question: 229

RQS Reference: H.21

Page H-15: What equipment is this section referring to (key systems, routers, hubs or fax machines, computers, printers, etc.)?

Answer:

Equipment which transmits voice or data signals through the MAA network.

Question: 230

RQS Reference: L.1.7

Delete this FAR reference since it has been deleted from the FAR. This is included under 52.215-1(c)(3) (OCT 1997).

Answer:

The Government agrees and the clause L.1.7 will be deleted.

Question: 231

RQS Reference: J

Page J-97, Line 150: The reference to paragraph C.3.5 is unclear. It appears that C.3.5 has nothing to do with security, therefore, what should the correct reference for this paragraph be?

Answer:

The correct reference is Section C.5.3.

Question: 232

RQS Reference: L.1.8

Delete this FAR reference since it has been deleted from the FAR. This is included under 52.215-1(e) (OCT 1997).

Answer:

The Government agrees and the clause L.1.8 will be deleted.

Question: 233

RQS Reference: J.6

Page J-97, Lines 201-208: The noted items do not appear in Section G. What is the correct reference in G, that relates to these items?

Answer:

See response to question 61.

Question: 234

RQS Reference: J.3.1-1

Table J.3.1.-1 on page J-12: Acknowledging that, these guidelines continue in the RQS, please confirm that the vendor will not be required to provide unbundled network elements addressed in TA96, to the Government as an end-user.

Answer:

The vendors will not be required to provide unbundled network elements as addressed in the Telecommunications Act of 1996, to the Government as an end user. The Government intends to acquire local services, which include local loop, local transport, and primary interexchange carrier access to the Interexchange carriers (IXCs), as a package. When allowed by law and regulation and when in the Government's best interest, the Government may require vendors to provide full switched access to IXC as well as optional IXC transport services, as defined in the FTS2001 solicitation document.

Question: 235

RQS Reference: L.5

Page L-2, Lines 96-97: In the first sentence, please clarify the last words of that sentence - "initial offer". Do you mean the response to a specific MAA in which pricing is provided?

Answer:

Yes.

Question: 236

RQS Reference: B.1.3

Question--Please clarify GSA's intent with the statement "The offeror may choose to charge only a flat monthly recurring fee without any additional charges that are usage- or distance based."

Reason--There appears to be no choice here, however, GSA also states that "The offeror may recover switched service prices on a usage basis."

Answer:

The requirement says "the offeror MAY..." not shall, so the offeror does have choices: flat rate pricing, usage-sensitive pricing, or distance-based pricing.

Question: 237

RQS Reference: B.2.1

Please clarify the intent of the ** note on Table B.2.1-1 which states "No additional line charge allowable for alternative T-1 or PRI trunk."

Answer:

Where an alternative T1 or PRI trunk is used to carry multiple loops, the channel and EUCL charges of the alternative trunk will replace those charges for the multiple loops. However, the multiple loop line charges will still apply. The T1 or PRI trunk will not carry any additional line charge. This will be clarified in the RQS.

Question: 238

RQS Reference: B.2.1

Please define Alternative T-1 Trunk and Alternative ISDN PRI Trunk.

Answer:

These trunk facilities can be used to carry up to 24 lines between the SDPs and the MAA CO. If used, the channel and EUCL charges of the alternative trunk will replace those of the multiple lines. The multiple line charges will still apply. This will be defined in Section J of the RQS.

Question: 239

RQS Reference: B.2.2

Question-- This requirement states that "All On-net switched voice terminations shall be free of usage charges." Is it GSA's intention to tie all MAA locations together via tie lines and trunks or to price all services at a flat rate?

Reason--The pricing tables do not allow for the difference in the MRC for lines and trunks for "on-net" and "off-net" configurations.

Answer:

It is the Government's intention to obtain all local on-net voice services through a monthly recurring local loop (i.e. on-net) charge only.

Question: 240

RQS Reference: B.3.3

Please provide additional technical specifications and information regarding the Government's expectation for Analog 4KHz DTS access and all Subrate DS0 DTS IXC access types.

Answer:

Subrate DS0 and Analog DTS shall meet Bellcore Pub SR-TSV-002275 as specified in Section C.2.2.1.1.4.1.

Question: 241

RQS Reference: L.1.9

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and the clause L.1.9 will be deleted.

Question: 242

RQS Reference: C.1.2.3

Recommendation--This potential vendor believes that the required central office based local voice services limits competition and recommends rewording the specification as a functional requirement.

Reason--To require that the service be based out of a Class 5 central office is limiting.

Answer:

See response to question 67.

Question: 243

RQS Reference: C.2.1.2

Recommendation--This vendor recommends that GSA redefine all of the enhanced services described in this section (including C.2.1.2.1 and C.2.1.2.2) as optional, both in the RFQS and the city-based MAA RFPs.

Reason--By leaving the requirement for the enhanced services described in this section as mandatory, if required by the specific RFP, GSA could be eliminating vendors who technically qualified via the RFQs, but who cannot meet the enhanced services requirements. This could dramatically reduce the number of RFQS-qualified bidders who can submit bids for each city-RFP.

Answer:

See response to question 17.

Question: 244

RQS Reference: C.2.1.6

Recommendation--Because of issues related to proprietary CPE, ISDN incompatibility with CPE and number portability, we recommend that GSA require MAA RFPs to list all CPE that will interface with offeror's services. GSA should allow offerors the opportunity to survey the customer site prior to requiring the identification of any incompatibilities.

Reason--Without knowledge of the customer specifics, it will be impossible for a vendor to provide assurance that the local telecommunications services provided are compatible with the customer's equipment.

Answer:

See response to question 72.

Question: 245

RQS Reference: L.1.10

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and will delete the clause.

Question: 246

RQS Reference: C.2.1.12

Recommendation--We recommend that offerors allow for on-premises wiring to be provided on a time and materials basis with detailed CLINs in Table B.5.2-1.

Reason--This is industry practice and the contractor will not have to build the risk of an unknown environment into the pricing tables. A good example of how to model this recommendation can be found in the FTS Wire and Cable solicitation.

Answer:

See response to question 35.

Question: 247

RQS Reference: L.1.11

Delete this clause since it has been deleted from the FAR.

Answer:

The Government agrees and will delete the clause.

Question: 248

RQS Reference: C.2.2.1

Recommendation--Please consider making the following requirements optional as opposed to mandatory specifications:

- ISDN BRI (any type)
- ISDN as a key system line access

Reason--These services are not yet commercially offered across the industry due to CPE incompatibility and ILEC and CLEC coverage capabilities. As ISDN becomes more prevalent in the industry, these services could be converted to a mandatory specification.

Answer:

The ISDN requirement will remain mandatory.

Question: 249

RQS Reference: L.3

Change the FAR cite to “52.233-2, Service of Protest (AUG 1996).”

Answer:

The Government agrees and will make the change.

Question: 250

RQS Reference: C.2.2.1.1.1.2

Recommendation-Recommend that Centrex as a service delivery mechanism be redefined as a functional specification.

Reason-The majority of the service features requested on Centrex are deliverable using other transport mechanisms, allowing competitors who do not have a LEC-equivalent Centrex offering to bid.

Answer:

The requirements in this section will be clarified in RQS Change 001 to be issued on or about January 22, 1998.

Question: 251

RQS Reference: M

Are the terms and conditions of the RQS and the offeror’s RQS proposal response contractually binding during the Request for Proposal (RFP) phase as they relate to the terms and conditions of the metropolitan area-specific RFPs?

Answer:

Yes. There will be a paragraph in Section B of the site-specific MAA RFPs that incorporates the terms and conditions of the RQS within the RFP.

Question: 252

RQS Reference: C.2.2.1.1.2.2

Recommendation-Recommend that all Centrex features be requested as required functional capabilities and not as a mandatory Centrex service feature specification.

Reason-The majority of the service features requested on Centrex are deliverable using other transport mechanisms (lines and trunks). Features such as services which are dependent upon number portability or other legal issues (e.g., some CLASS services) should be requested as optional.

Answer:

The requirements in this section will be clarified in RQS Change 001 to be issued on or about January 22, 1998.

Question: 253

RQS Reference: C.2.2.1.1.2

(l) Calling Number Suppression. Please provide additional information regarding the Government's expectation for this feature functionality. At this time, Calling Number Suppression is not a generally available commercial service.

Answer:

Where Caller ID is available, the Calling Number Suppression feature provides the capability to block the passage of that number to the called party.

Question: 254

RQS Reference: M.2.1

Qualification Basis, states that Pass/Fail decision rules apply to each item in the technical and management requirements checklist in Section J.6. However, the RQS cover letter states that Section J does not require a response. Please explain how the Government will evaluate the RQS without using Section J.6 and its proposal references. Also, note that Section L.22.1.2 requires all offerors to submit the Section J.6 checklists with proposal references that support the specific requirements.

Answer:

See response to question 15.

Question: 255

RQS Reference: C.2.3

Recommendation--Please revise the requirement for DTS to make it optional.

Reason--This requirement is not yet commercially available across the industry and its inclusion as a mandatory service would diminish competition. As competition develops, this service should be moved to the mandatory category.

Answer:

The Government declines to accept the recommendation.

Question: 256

RQS Reference: C.3.6

Question--Please provide specifications for the end user training at each user site. Can contractor provide desktop reference guide(s) and/or Internet based instruction in lieu of conducting end user training at each user site?

Reason--The contractor should determine how best to train the end users on the features of the newly acquired service. The end user training may not require on-site training.

Answer:

See response to question 142.

Question: 257

RQS Reference: D.4

Please clarify how the contractor is to determine which "equipment, accessories, and devices" are to be dismantled and removed. Will this equipment list be provided in the RFP's Section J so that the contractor can judge level of effort?

Answer:

See response to question 89.

Question: 258

RQS Reference: G.2.1

Recommendation--Please revise the requirement "The contractor's initial service price quote shall be received by the GDR or ADR no later than five business days after the service price quote request is made by the GDR or ADR," to read "The contractor's initial service price quote shall be received by GDR or ADR no later than five business days after the service price quote request has been received by the contractor."

Reason--The Government is requiring support of multiple methods of price quote requests. Since each method could reach the contractor at varying times, this change enables the contractors to process the requests consistently regardless of request method.

Answer:

The Government agrees and will make the change.

Question: 259

RQS Reference: G.2.2.1

Question-Can the Government clarify what is meant by a service order acknowledgment? Is this an acknowledgment of order receipt by the contractor?

Reason--The point within the service ordering process that this acknowledgment will take place determines the information that may be provided to the Government.

Answer:

Yes, the service order acknowledgment is a mechanism to inform the Government that an order has been received by the contractor.

Question: 260

RQS Reference: G.2.2.1.3

Recommendation-- Allow termination notice to be given to the contractor to be consistent with commercial termination intervals.

Reason-- Termination intervals will be dependent on the service and features provided.

Answer:

The Government declines to accept the recommendation. Government research indicates that ten days notice is common commercial practice.

Question: 261

RQS Reference: G.3.1

Recommendation--Please revise the requirement to read, "The contractor shall provide number portability when available."

Reason--The FCC advises industry on the date for the true number portability and the industry works together to ensure interoperability. These dates may not coincide with the requested implementation timeframes in the RFP.

Answer:

See response to question 19.

Question: 262

RQS Reference: G.4

Question--Is it the Government's intent to 'short pay' the centralized invoice by the amount of the Contract Management Fee?

Recommendation--Allow the contractor to support two different rate structures under this contract, one incorporating the fee for direct billed invoices, and one without the fee for centralized invoices.

Reason--The requirements state that the Contract Management fee shall be incorporated into the contractor's rates and that GSA will validate and pay the centralized invoice (less the Contract Management Fee). This method would require contractors to issue monthly adjustments against the centralized billed account and could lead to receivables issues.

Answer:

The Government intends to withhold the contract management fee when remitting payment for centralized billing invoices.

Question: 263

RQS Reference: G.4

G.4 Billing Procedures, Pg. G-16

Recommendation- Allow payment of the Contract Management Fee to be made within 90 days of the end of the Government defined reporting period.

Reason--The additional time provided will ensure resolution of any possible Contract Management Fee billing disputes.

Answer:

No change. Payment of the contract management fee 30 calendar days after the end of the applicable Government fiscal year quarter is consistent with current GSA accounting/invoicing procedures.

Question: 264

RQS Reference: G.4.1.2

Question--Is it the Government's intent to require all contractors to support credit card payment for MAA services?

Recommendation--If mandatory, change this requirement to optional.

Reason-- This payment method is not part of all contractors' commercial offerings. This change will make the MAA requirements more consistent with commercial practice.

Answer:

When authorized by the Government, all MAA contractors will be required to support credit card payments.

Question: 265

RQS Reference: G.4.1.5

Question-Will the Government clarify the information regarding the MAA Contract Management Fee to be included in this report?

Recommendation--Change the reporting information requirement from "MAA Contract Management Fee collected" to "MAA Contract Management Fee Charged to Direct Billed Agencies"

Reason-- Clarity. The Contract Management Fee Charged and Contract Management Fee Collected are likely to be two different amounts.

Answer:

The Government agrees. The RQS will be clarified.

Question: 266

RQS Reference: G.4.2

Recommendation--Allow contractors to display billing disputes and the associated credits or debits on the invoice or invoice supporting reports.

Reason-Inclusion of this information on the invoice itself is not consistent with all potential contractors' capabilities.

Answer:

The Government agrees with this recommendation and will make the change.

Question: 267

RQS Reference: H.7

Recommendation--Recommend deleting this clause from the RFQS.

Reason--The Price Management Mechanism clause included in this solicitation is inappropriate for a number of reasons:

1. It does not reflect standard commercial practice. The Government has placed great emphasis on using commercial practices and on procuring commercially available services through simplified procedures marked by less regulation. This requirement is contrary to this policy.
2. It is unlikely that offerors have the systems in place to conduct the analysis required. The cost of creating and maintaining such systems will inevitably be passed on to the Government in the form of higher prices.
3. The Government has several other assurances that prices will be low. The Government is competing its requirements. The Government has made this a "technically acceptable, low price" competition, as opposed to best value. Other than the minimum revenue guarantees, this contract is structured as a non-mandatory, indefinite-delivery, indefinite-quantity contract. If a Contractor does not keep its prices down in response to market conditions, an agency can choose an alternate provider for its service requirements. Finally, the Government can choose not to exercise options.

4. The requirement to disclose proprietary information of commercial contracts, or to impose such a requirement on commercial customers, is inconsistent with existing contracts, and commercial practices and presumes that commercial customers would agree to such a requirement.

Recommendation--Alternatively, the Price Management Mechanism clause should provide an incentive to the contractor for providing the most favorable pricing. An incentive could take the form of the contractor and the Government sharing cost savings, for a specified period of time, generated by the contractor.

Question--Under subparagraph (b) of the clause, reference is made to the establishment of PMMs for each service category "at the Government's option." When will it be known what the Government has elected to do in this area? Will it be established in the site specific MAA RFPs?

Answer:

1. This Solicitation is written according to the Uniform Contract Format provided at Far 15.204.
2. The Government does not require the contractor to conduct analysis.
3. The Government can also use the PMM clause.
4. The Government does not require the contractor to disclose proprietary information.

The establishment of the PMM's service category will be made when the PMM is exercised by the Government.

Question: 268

RQS Reference: H.9

Recommendation--The Government should not publish the contract prices on an electronic bulletin board and on the Internet.

Reason--Under applicable case law, it is currently unclear as to whether unit prices incorporated in a successful contract can be released under FOIA. Because the amount and type of pricing information required in Section B is very comprehensive and detailed, such information should not be readily available to unsuccessful contractors pursuant to FOIA. The Government should make every effort not to disclose an awardee's prices where there is a strong possibility that the Government will conduct a competition involving the same or similar services. Given the nature of this procurement and the FTS2001 procurement which will allow other Contractor's to offer similar services during the contract period, disclosure of the successful contractor's unit prices would create an unfair competitive, or auction type environment.

Answer:

All contract prices for contractors will be published as a condition of the contract. See response to question 56.

Question: 269

RQS Reference: H.10

Recommendation--The Government should not make all contract prices publicly available.

Reason--Under applicable case law, it is currently unclear as to whether unit prices incorporated in a successful contract can be released under FOIA. Because the amount and type of pricing information required in Section B is very comprehensive and detailed, such information should not be readily available to unsuccessful contractors pursuant to FOIA. The Government should make every effort not to disclose an awardee's prices where there is a strong possibility that the Government will conduct a competition involving the same or similar services. Given the nature of this procurement and the FTS2001 procurement which will allow other Contractor's to offer similar services during the contract period,

disclosure of the successful contractor's unit prices would create an unfair competitive, or auction type environment.

Answer:

See response to question 56.

Question: 270

RQS Reference: H.12

Recommendation--Recommend deleting this clause from the RFQS.

Reason--This solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items, and consequently, would be inapplicable to any resultant contract.

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 271

RQS Reference: H.22

Recommendation--Place a cap on the liability of the contractor on an annual basis (e.g., \$100,000).

Reason--As currently written, the contractor's liability is limitless and does not promote price reductions during the life of the contract.

Answer:

The Government's requirements remain as stated in the RQS. However, the Government is continuing to investigate the equitable mechanisms for addressing fraud prevention management and financial responsibility for fraud. Any changes to the Government's requirements for fraud prevention management and financial responsibility for fraud will be clarified in the metropolitan-area specific RFPs.

Question: 272

RQS Reference: H.26

Recommendation--Delete the last portion of the last sentence which states "and at no additional cost to the Government."

Reason--The current wording seems to imply that any increase the Government makes to the contract management fee would reduce the fixed price payable to the contractor, hence the "no additional cost to the Government."

Answer:

The Government will add the following "and at no additional cost to the Government, the contractor shall adjust the fee percentage".

Question: 273

RQS Reference: H.30

Recommendation--Recommend deleting this clause from the RFP.

Reason--This solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items, and consequently, would be inapplicable to any resultant contract.

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at Far 15.204.

Question: 274

RQS Reference: I.1

The following clauses are recommended for deletion:

RFQS Location: I.1, FAR 52.252-2, Clauses Incorporated by Reference (JUN 1988), Pg. I-1

- I.1.1, FAR 52.202-1, Definitions (OCT 1995), Page I-1
- I.1.2, FAR 52.203-3, Gratuities (APR 1984), Pg. I-1
- I.1.3, FAR 52.203-5, Covenant Against Contingent Fees (APR 1984), Pg. I-1
- I.1.5, FAR 52.203-7, Anti-Kickback Procedures (JUL 1995), Pg. I-1
- I.1.7, FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (JUN 1997), Pg. I-1
- I.1.8, FAR 52.204-2, Security Requirements (AUG 1996), Pg. I-1
- I.1.9, FAR 52.204-4, Printing/Copying Double-Sided on Recycled Paper (JUN 1996), Pg. I.1
- I.1.10, FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995), Pg. I-1
- I.1.12, FAR 52.215-26, Integrity of Unit Prices (JAN 1997), Pg. I-2
- I.1.13, FAR 52.215-33, Order of Precedence (JAN 1986), Pg. I-2
- I.1.15, FAR 52.217-8, Option to Extend Services (AUG 1989), Pg. I-2
- I.1.19, FAR 52.222-1, Notice to the Government of Labor Disputes (FEB 1997), Pg. I-2
- I.1.23, FAR 52.222-28, Equal Opportunity Preaward Clearance of Subcontractors (APR 1984), Pg. I-2
- I.1.24, FAR 52.222-29, Notification of Visa Denial (APR 1984), Pg. I-2
- I.1.27, FAR 52.223-2, Clean Air and Water (APR 1984), Pg. I-2
- I.1.28, FAR 52.223-6, Drug-Free Workplace (JAN 1997), Pg. I-2
- I.1.29, FAR 52.223-13, Certification of Toxic Chemical Release Reporting (OCT 1996), Pg. I-2
- I.1.30, FAR 52.223-14, Toxic Chemical Release Reporting (OCT 1996), Pg. I-3
- I.1.34, FAR 52.225-11, Restrictions on Certain Foreign Purchases (AUG 1996), Pg. I-3
- I.1.35, FAR 52.225-14, Inconsistency Between English Version and Translation of Contract (AUG 1989), Pg. I-3
- I.1.36, FAR 52.227-1, Authorization and Consent (JUL 1995), Pg. I-3
- I.1.37, FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996), Pg. I-3
- I.1.38, FAR 52.227-3, Patent Indemnity (APR 1984), Pg. I-3
- I.1.40, FAR 52.228-5, Insurance-Work on a Government Installation (JAN 1997), Pg. I-3
- I.1.41, FAR 52.229-3, Federal, State and Local Taxes (JAN 1991), Pg. I-3
- I.1.42, FAR 52.232-1, Payments (APR 1984), Pg. I-3
- I.1.43, FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts (FEB 1997), Pg. I-4
- I.1.44, FAR 52.232-8, Discounts for Prompt Payment (MAY 1997), Pg. I-4
- I.1.45, FAR 52.232-9, Limitation of Withholding of Payments (APR 1984), Pg. I-4
- I.1.46, FAR 52.232-11, Extras (APR 984), Pg. I-4
- I.1.47, FAR 52.232-17, Interest (JUN 1996), Pg. I-4
- I.1.48, FAR 52.232-23, Assignment of Claims (JAN 1986), Pg. I-4
- I.1.49, FAR 52.232-25, Prompt Payment (JUN 1997), Pg. I-4
- I.1.50, FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment (AUG 1996), Pg. I-4

I.1.51, FAR 52.233-1, Disputes (OCT 1995), Pg. I-4
I.1.52, FAR 52.233-2, Service of Protest (AUG 1996), Pg. I-4
I.1.54, FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APR 1984),
Pg. I-4
I.1.55, FAR 52.242-13, Bankruptcy (JUL 1995), Pg. I-4
I.1.56, FAR 52.243-1, Changes-Fixed Price (Alternate II), (APR 1984), Pg. I-4
I.1.59, FAR 52.245-2, Government Property (Fixed-Price Contracts) (DEC 1989), Pg. I-4
I.1.60, FAR 52.246-23, Limitation of Liability (FEB 1987), Pg. I-4
I.1.61, FAR 52.246-25, Limitation of Liability-Services (FEB 1997), Pg. I-4
I.1.62, FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price) (Sept 1996), Pg. I-5
I.1.63, FAR 52.249-8, Default (Fixed-Price Supply and Services) (APR 1984), Pg. I-5
I.1.64, FAR 52.251-1, Government Supply Sources (APR 1984), Pg. I-5

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 275

RQS Reference: I.1.18

I.1.18, FAR 52.219-16, Liquidated Damages-Small Business Subcontracting Plan (OCT 1995), Pg. I-2

Question--Will the government delete this clause from the RFP?

Reason--This solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 276

RQS Reference: I.1.57

Question--Will the government delete this clause from the RFP?

Reason--Pursuant to FAR 44.201-1(a), consent to subcontracts is not required under prime contracts that are Firm Fixed Price. Further, this clause is inappropriate in light of (i) the adequate price competition this initial procurement effort will see, and (ii) the ongoing competitive forces that will be brought to bear on any subsequent contract modifications by the recipients of the resultant multiple award contracts.

Also, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 277

RQS Reference: I.1.58

Question--Will the government delete this clause from the RFP?

Reason--Pursuant to FAR 44.204(e)(1), this clause is not prescribed for use in solicitations when a Fixed Price contract awarded on the basis of adequate price competition is contemplated. Because this is a competitive procurement which contemplates the award of a Fixed Price contract, this clause would not apply to any contract resulting from this solicitation.

Also, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 278

RQS Reference: I.2

This solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No, the Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 279

RQS Reference: I.8

This solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 280

RQS Reference: I.1.11

Recommendation--Recommend deleting this clause from the RFP.

Reason--This solicitation contemplates the award of a fixed price, IDIQ, multiple award contract. This clause is not prescribed for this type of contract and, consequently, would not be applicable to any contract resulting from this solicitation.

Also, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 281

RQS Reference: I.1.14

Recommendation--Recommend deleting this clause from the RFP.

Reason--FAR 15.804-1 does not require the submission of cost or pricing data when the prices are based on adequate price competition, set by law or regulation, or if the acquisition in question is for a commercial item. Since any contract awarded under this RFP would be: (a) based on adequate competition; (b) procure mostly tariffed telecommunications services with prices deemed to be "set by law or regulation," see DFARS 239.7406; and (c) should procure commercial items and services; this clause would be inapplicable to any resultant contract.

In this same vein, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items, and consequently, would be inapplicable to any resultant contract.

Further, this solicitation contemplates the award of a Fixed Price contract. Generally, the FAR clauses relating to Cost or Pricing Data are not applicable to Fixed Price contracts. Finally, this clause is inappropriate in light of (a) the significant price competition this initial procurement effort will see, and (b) the ongoing competitive forces that will be brought to bear on any subsequent contract actions by the recipients of the resultant multiple award contracts.

Answer:

The Government will delete this clause.

Question: 282

RQS Reference: I.1.21

Recommendation--Recommend deleting this clause from the RFP.

Reason--This solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part." In addition, this is a solicitation for the acquisition of telecommunications services and does not solicit the services of laborers or mechanics. Therefore, this clause would not apply to any resultant contract.

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 283

RQS Reference: I.1.31

Recommendation--Recommend deleting this clause from the RFP.

Reason--This clause is prescribed for solicitations and contracts whose performance involves the design, development, or operation of a system of records on individuals. Performance of the requirements of this RFP would not entail the design, development or operation of any such system. Consequently, this clause would be inapplicable to any contract resulting from this solicitation.

Also, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 284

RQS Reference: I.1.32

Recommendation--Recommend deleting this clause from the RFP.

Reason--This clause is prescribed for solicitations and contracts whose performance involves the design, development, or operation of a system of records on individuals. Performance of the requirements of this RFP would not entail the design, development or operation of any such system. Consequently, this clause would be inapplicable to any contract resulting from this solicitation.

Also, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 285

RQS Reference: I.1.33

Recommendation--Recommend deleting this clause from the RFP.

Reason--This solicitation does not contemplate the acquisition of supplies. Therefore, pursuant to FAR 25.109, this clause would be inapplicable to any contract resulting from this solicitation.

Answer:

No. Supplies could be purchased in the performance of this contract.

Question: 286

RQS Reference: I.1.39

Recommendation--Recommend deleting this clause from the RFP.

Reason--This solicitation does not contemplate the delivery of any technical data or computer software which would require the transference on any software or technical data rights to the Government. Therefore, this clause would be inapplicable to any contract resulting from this solicitation.

Also, this solicitation should procure services pursuant to FAR Part 12. This clause is not prescribed for solicitations for commercial items and, consequently, would be inapplicable to any resultant contract. See FAR 12.301(d), which states that "notwithstanding prescriptions contained elsewhere in the FAR, when acquiring commercial items, contracting officers shall be required to use only those provisions and clauses prescribed in this part."

Answer:

No. The solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 287

RQS Reference: I.1.77

Recommendation--Recommend deleting this clause from the RFP.

Reason--This clause is prescribed for use in solicitations and contracts which are subject to cost accounting standards. That is not the case with this solicitation, because compliance with cost accounting standards is not required for contracts where the prices are based on adequate price competition, set by law or regulation, or if the acquisition in question is for a commercial item [see 48 CFR 9903.201-1(b)]. Since any contract awarded under this RFP would be: (a) based on adequate competition; (b) procure mostly tariffed telecommunications services with prices deemed to be "set by law or regulation," see DFARS 239.7406; and (c) should procure commercial items and services; this clause would be inapplicable to any resultant contract.

Answer:

The Government agrees and will delete this clause.

Question: 288

RQS Reference: K

Recommendation--The Government should revise Section K to reflect those certifications and representations required by FAR 52.212-3.

Reason--The solicitation should procure services pursuant to FAR Part 12. As prescribed in FAR 12.301(a)(2), a solicitation which is procuring commercial items should incorporate FAR 52.212-3 which provides a single, consolidated list of certifications and representations for the acquisition of commercial items.

Answer:

No. The Solicitation is written according to the Uniform Contract Format provided at FAR 15.204.

Question: 289

RQS Reference: M.2

Recommendation--We recommend that the government consider making services and features which are not currently available industry-wide optional and not part of the technical evaluation.

Reason--If products and services that are not provided uniformly across the industry are included in the evaluation, the number of viable competitors offering a solution would dramatically decrease and as a result, service prices would be higher.

Answer:

The Government specified a set of standard, minimum local service requirements in the Request for Qualification Statements. Vendors are required to meet these minimum, standard service requirements.

Question: 290

RQS Reference: H.26

Please justify holding the contractor responsible for non-receipt of payments from one part of the Federal Government to another?

Answer:

As a condition of this contract, the winning contractor is responsible for collecting the GSA contract management fee. The contractor shall be responsible for paying GSA the contract management fee for those services for which it was compensated. It shall not be responsible for the contract management fee for services for which it, as yet, has received no compensation.

Question: 291

RQS Reference: C.2.1.6

Is the notification of non-compliance of the existing equipment within 15 days referring to just the equipment associated with a single order or all of the equipment at a site?

Answer:

The notification of non-compliance of the existing equipment within 15 days refers to any equipment associated with providing the services specified in the service order. However, a service order may include the provision of services for the whole site or building.

Question: 292

RQS Reference: C.2.1.2

Are potential vendors expected to provide information as to how they comply with the services listed in C.2.1.2.1 and C.2.1.2.2? These sections are not listed in the J.6 Requirements Matrix; however, Section L.22.1.4.1 specifies that the offeror shall describe the technical approach for providing MAA services as required in Section C.2.1. Please clarify.

Answer: 292

No. The offeror is not expected to provide information as to how they comply with the services listed in C.2.1.2.1 and C.2.1.2.2. In this RQS, the services in Section C.2.1.2.1 and C.2.1.2.2 are optional. RQS Section C.1.2.3, lines 149-150 states, "For the RQS proposal, the offeror will be responsible only for mandatory services. Only mandatory services will be evaluated for qualification of offerors and for contract award."

Question: 293

RQS Reference: C.2.1.2

This potential vendor believes that these specifications could limit competition for the individual MAA City RFPs and recommends that the services described in these sections be non-evaluated sections of the RFP.

Answer: 293

The enhanced services described in Section C.2.1.2 are optional and will not be evaluated in the RQS evaluation process. A decision to add enhanced services to a metropolitan area-specific RFP will be based on agency requirements and service availability in the specific metropolitan area. Also see response to question 292.

Question: 294

RQS Reference: C.2.1.2.2

Please provide additional information regarding the restoration requirements for service availability and assurance for the DTS circuits.

Answer: 294

The minimum service availability requirement for DTS is at least 99.5% availability (C.2.3.2) with a maximum of 24 hours to restore service for a routine trouble report (G.5.2.1). "Service Assurance" is an additional feature of DTS where the offeror proposes the use of special techniques or capabilities to ensure a sustained level of service that will consistently exceed the required minimum.

Question: 295

RQS Reference: C.2.1.2.2

Instead of customer directed, may vendors determine how diversity should be engineered? Vendors may have different methods of ensuring "uptime" other than these two capabilities at a lower cost.

Answer: 295

Diversity is not a mandatory RQS requirement. When required by a customer agency, the contractor can negotiate alternative methods with the customer organization on an individual case basis after contract award.

Question: 296

RQS Reference: C.2.1.2.2

Please provide additional clarification on the meaning of route or path avoidance.

Answer: 296

"Route or Path Avoidance" is an additional feature of DTS which may be required by a customer organization to ensure that a particular circuit does not pass through a specific geographic location, or does not traverse a specified route on the vendor's network. This may be utilized to avoid a particular switch or city, or to avoid a particular network path (for example to avoid a path known to use microwave transmission).

Question: 297

RQS Reference: C.2.1.5

The Government has indicated that offerors may provide service using an Off Premise Based Voice Service. Will the Government provide information as to the exact switching system used at each MAA SDP during the next two weeks for New York, Chicago and San Francisco?

Answer: 297

No. The Government will identify the switching system used at each existing MAA location when each metropolitan area-specific RFP is released.

Question: 298

RQS Reference: C.2.1.6

Will the MAA RFP list all CPE that will interface with the offeror's services?

Reason: Because of issues related to proprietary CPE, and older, proprietary ISDN incompatibility with CPE and number portability, potential offerors need to know more about the Government's existing infrastructure to respond definitely to compatibility between the vendor's facilities and customer's site.

Answer: 298

No. A metropolitan area-specific RFP will not list all CPE that will interface with the offeror's services. However, the Government will provide a listing of proprietary CPE in the RFP for any known proprietary instruments in the metropolitan area to be served.

Question: 299

RQS Reference: C.2.2.1

We recommend that the following requirements be made optional as opposed to mandatory specifications: (1) ISDN BRI (any type) and (2) ISDN as a key system line access. Will the Government make these requirements optional in the RFQs?

Reason: These services are not yet commercially offered across the industry due to CPE incompatibility and ILEC and CLEC coverage capabilities. As ISDN becomes more prevalent in the industry, these services could be converted to a mandatory specification.

Answer: 299

ISDN is an RQS requirement. Any responsive proposal must provide these services. Also see response to question 248 issued on 1/16/98 on the MAA web site at <http://www.gsa.gov/maa>.

Question: 300

RQS Reference: C.2.2.1.1

In order to tie the MAA locations within the city together to provide on-net to on-net calling as requested, the potential vendors may need to install electronics in a Government Building or SDP to provide the most efficient connectivity. Will this be permissible, even in the locations that do not have an existing on-premise PBX?

Answer: 300

The contractor will be responsible for negotiating with the building manager for any installation of "electronics."

Question: 301

RQS Reference: C.2.3

Can GSA make Dedicated Transmission Services (DTS) requirements an optional feature?

Reason: This requirement is not yet commercially available across the industry and its inclusion, as a mandatory service would diminish competition.

Answer: 301

No. DTS will not be an optional feature. See response to question 255, released on the MAA web site at <http://www/gsa.gov/maa> on 1/14/98.

Question: 302

RQS Reference: C.3.6

For the purposes of training, what are the estimated quantities of end users and systems administrators (GDR/ADR) in each region?

Reason: The type of training media utilized is dependent, in part, on the volume of end users and systems administrators who require training.

Answer: 302

RQS Reference: C.3.6

The Government will identify estimated quantities of end users and system administrators in each metropolitan area-specific RFP.

Question: 303

RQS Reference: C.3.6.1

Please define a "work location". For example, is New York City considered a work location, or is the specific street address within the city considered the work location?

Reason: The Training Plan is dependent, in part, on the specific work location definition.

Answer: 303

The specific street address within the city is the work location.

Question: 304

RQS Reference: G.1.2

The MAA requires the contractor to appoint a Program Manager and Project Manager and requires the contractor to define their respective roles and responsibilities. If the Government requires these two specific contacts, clarification on what the Government intends for these roles is requested.

Answer: 304

The roles and responsibilities of the two specific points of contact are defined in Section G.1.2 items (a) through (i). The contractor has the flexibility to assign the appropriate required roles and responsibilities between these two points of contact.

Question: 305

RQS Reference: G.2

The Government requires a single toll-free number for obtaining service price quotes, submit, track, and initiate service orders. Is this single toll-free number per GSA region, per MAA city, or is it the same toll-free number for all MAA contracts?

Answer: 305

For the toll-free number, the offeror may propose any of the listed alternatives (e.g., per GSA region, per MAA city, or for all MAA contracts).

Question: 306

RQS Reference: G.4.2

The Government requires a single toll-free number for billing dispute inquires. Is this single toll-free number per GSA region, per MAA city, or is it the same toll-free number for all MAA contracts?

Answer: 306

See response to question 305.

Question: 307

RQS Reference: G.5.1

The Government requires a single point of contact for trouble handling. Is this a single point of contact per GSA, per MAA region, per MAA city, or one point of contact for all MAA contracts?

Answer: 307

See response to question 305.

Question: 308

RQS Reference: H-L

Did the Government perform market research for this procurement? If so, did the Government acquire information during the market research process that supports the determination that the MAA services are not commercial items as defined by FAR 2.1.1? If yes, what was the nature and source of the information?

Reason: There are numerous provisions contained in the MAA RFQs which are not prescribed for commercial contracts with the Government or industry. These provisions are identified throughout the questions and answers referenced above.

The Government has stated as one of its goals for bidders to provide services as we do for other customers; however, the proposed terms and conditions of the RFQs do not conform to the commercial practices outlined in FAR Part 12 or those being used by bidders to provide similar services to their other customers.

As an example, the Government is imposing a Price Management Mechanism that seeks the benefits of prices available in the commercial world, while imposing more expensive, Government unique terms and conditions. This directly conflicts with the intent of FARA and FASA, and these non-commercial clauses do not result in more value or better service to the user.

Answer: 308

The Government performed market research consistent with FAR Part 10.

Question: 309

RQS Reference: H-L

We recommend the deletion of the list of clauses below. Based on the above, will the Government delete those clauses? If no, why not?

Reason: The items and services, both mandatory and optional, being contemplated under the MAA RFQs appear to fit within the FAR 2.101 definition of a commercial item. It is important to note that only one of the items or conditions identified in FAR 2.101 need to be satisfied, as demonstrated by the presence of the word "or" at the end of paragraph (g) of that FAR cite, in order for items or services to be deemed commercial. A number of the definitions within FAR 2.101 apply to the services being contemplated under the MAA RFQs.

Clauses Recommended for Deletion:

Section H

H.7, Price Management Mechanism

H.12, Tariff Filing Requirements

H.13.2, Contractor Response to Request for Proposal Enhancements

H.16, Small, Small Disadvantaged and Women-Owned Small Business Concerns Subcontracting Program Support

H.30, Warranty of Data Processing Hardware, Software, Equipment, and Systems

Section I

I.1.1, FAR 52.202-1, Definitions

I.1.2, FAR 52.203-3, Gratuities

I.1.3, FAR 52.203-5, Covenant Against Contingent Fees

I.1.4, FAR 52.203-6, Restriction on Subcontractor Sales to the Government

I.1.5, FAR 52.203-7, Anti-Kickback Procedures

I.1.7, FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions

I.1.11, FAR 52.215-2, Audit and Records - Negotiation

I.1.12, FAR 52.215-14, Integrity of Unit Prices

I.1.21, FAR 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation

I.1.27, FAR 52.223-2, Clean Air and Water

I.1.28, FAR 52.223-6, Drug-Free Workplace

I.1.29, FAR 52.223-13, Certification of Toxic Chemical Release Reporting

I.1.30, FAR 52.223-14, Toxic Chemical Release Reporting

I.1.31, FAR 52.224-1, Privacy Act Notification

I.1.32, FAR 52.224-2, Privacy Act
I.1.34, FAR 52.225-11, Restrictions on Certain Foreign Purchases
I.1.35, FAR 52.225-14, Inconsistency Between English Version and Translation of Contract
I.1.36, FAR 52.227-1, Authorization and Consent
I.1.37, FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement
I.1.38, FAR 52.227-3, Patent Indemnity
I.1.39, FAR 52.227-14, Rights in Data - General, Alternates II, III, and V
I.1.40, FAR 52.228-5, Insurance - Work on a Government Installation
I.1.41, FAR 52.229-3, Federal, State, and Local Taxes
I.1.42, FAR 52.232-1, Payments
I.1.43, FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts
I.1.44, FAR 52.232-8, Discounts for Prompt Payment
I.1.45, FAR 52.232-9, Limitation of Withholding of Payments
I.1.46, FAR 52.232-11, Extras
I.1.47, FAR 52.232-17, Interest
I.1.48, FAR 52.232-23, Assignment of Claims
I.1.49, FAR 52.232-25, Prompt Payment
I.1.50, FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment
I.1.51, FAR 52.233-1, Disputes
I.1.52, FAR 52.233-2, Service of Protest
I.1.54, FAR 52.237-2, Protection of Government Buildings, Equipment, and Vegetation
I.1.55, FAR 52.242-13, Bankruptcy
I.1.57, FAR 52.244-1, Subcontracts (Fixed-Price Contracts)
I.1.58, FAR 52.244-5, Competition in Subcontracting
I.1.60, FAR 52.246-23, Limitation of Liability
I.1.61, FAR 52.246-25, Limitation of Liability - Services
I.1.65, FAR 52.253-1, Computer Generated Forms

Section K

K.1.3, FAR 52.223-6, Certification Regarding a Drug Free Workplace
K.2, FAR 52.203-02, Certificate of Independent Price Determination
K.8, FAR 52.215-04, Type of Business Organization
K.14, FAR 52.223-01, Clean Air and Water Certification
K.15, FAR 52.223-13, Certification of Toxic Chemical Release Reporting
K.17, FAR 52.227-06, Royalty Information

Section L

L.4, GSAR 552.219-72, Notice to Offerors of Subcontracting Plan Requirements
L.5, GSAR 552.219-73, Preparation, Submission, and Negotiation of Subcontracting Plans

Answer: 309

The MAA solicitations are written according to the Uniform Contract Format prescribed at FAR 15.204.

Question: 310

What definition has the Government used to classify the MAA services as non-commercial? Specifically, how do the solicited items or services fail to meet the FAR 2.101 definition of a commercial item?

Answer: 310

The MAA requirements do not meet the FAR 2.101 definition of commercial items or commercial services.

Question: 311

Will the Government consider restricting publication of contract prices to the current year only so as not to compromise offerors' future competition strategies on other procurements?

Answer: 311

No. MAA prices for all contract years will be published as defined in the RQS.

Question: 312

RQS Reference: H.26

The proposed language change suggested in the Government's answer does not clearly indicate that an increase in the management fee will be at no additional cost to the contractor. We suggest the addition of the following sentence at the end of paragraph (b) Clause H.26, MAA Contract Management Fee:

" A Government directed change to the contract management fee shall not impact the CLIN prices to be paid to the contractor."

Answer: 312

The Government declines the offeror's suggestion. Changes in the MAA contract management fee would not affect the CLIN prices in the signed contract. However, changes in the MAA contract management fee would change the prices charged to customer organizations and therefore would impact the prices to be paid to the contractor. Also see response to question 315.

Question: 313

RQS Reference: L.23

The MAA RFQs requires the contractor to demonstrate its product offering with an OCD. Has the Government conducted industry research to determine that such a requirement is needed. In light of the technical, management and operations requirements in the RFQs the addition of an OCD is burdensome and unnecessary. Will the Government delete the requirements for an OCD?

Answer: 313

No, the Government will not delete the Operational Capability Demonstration (OCD) clause. The Government reserves the right to request an OCD to ensure that the contractor's proposed MAA services can fulfill the technical and performance requirements in Section C of the RQS and a metropolitan area-specific RFP.

Question: 314

RQS Reference: M.1

Will offerors be allowed to submit RFQs responses prior to MAA RFP release and after February 26, 1998 to be prequalified for the first set of MAA RFPs (i.e. New York, Chicago and San Francisco)?

Answer: 314

As discussed in RQS Section M.1, the qualification process is a continuing process. However, all qualification statements received from offerors who are interested in providing service in New York and

that are received prior to the closing date for the New York MAA RFP will be evaluated for qualification in New York.

Question: 315

Reference: H.26

Please clarify paragraph (a) of Clause H.26 with respect to how offerors are expected to format invoices. It is our understanding that, in order to meet the Government's requirements at paragraph (a), an invoice might appear as follows:

CLIN	QTY BILLED	CLIN PRICE	TOTAL	MULTIPLICATIVE	CONTRACT MGMT FEE	TOTAL PRICE
0001	2	\$50	\$100	2%	\$2	\$102

Is this example illustrative of meeting the Government's requirements?

Answer: 315

No. This example does not illustrate the Government's requirements. The CLIN prices in the proposal/contract and the unit prices that are shown on the invoice are not the same. In this example, the invoice unit price should be \$51 not \$50. The multiplicative factor and the resultant contract management fee would not appear on the invoice. The Government will inform the contractor of the management fee to be included after contract award. Also see response to question 58 released on the MAA web site at <http://www.gsa.gov/maa> on 1/20/98.

Question: 317

RFP Reference: H.12

Will the Government amend the requirement at H.12(b) for "Tariff Filing Requirements" from the current (60) days to (90) days for the effective tariff date.

Answer: 317

In a future amendment to the RQS, the "Tariff Filing Requirement" will be changed from (60) days to (90) days from the effective tariff date. The Government recognizes that tariff approval intervals may vary from jurisdiction to jurisdiction, as well as, filing to filing.

Question: 318

Define the term "functional unit".

Answer: 318

The term "functional unit" as used in J.4 Glossary for "availability" is understood from the footnote #1 on page H-8 which states "Availability shall be computed as specified in Section J.4 for each **service**", e.g., LVS, CSDS, and DTS. In the context of service availability each **service** is also understood to be a "functional unit" across the entire MAA city-specific area, e.g., LVS, CSDS or DTS.

Question: 319

Does it mean one business, one off-premise switch-based voice line, one trunk, etc.?

Answer: 319

The term “functional unit” is understood to represent each MAA **service** type across an entire MAA city-specific area, e.g., LVS, CSDS, and DTS and, therefore, does not apply to “one off-premise switch-based voice line, one trunk, etc.”.

Question: 320

Are these two items (i.e., availability and outage) mutually exclusive?

Answer: 320

No. **Availability** and **outage** requirements are not mutually exclusive and may be applied in parallel as a result of the same occurrence.

Question: 321

What are the guidelines for applying an availability credit versus an outage credit? Please explain.

Answer: 321

The “availability” criteria are applied as indicated in Tables H.11-1 and H.11-2, the footnote #1 on page H-8 and the glossary in J.4 for “availability” of the [MAA-wide service] functional unit. The “outage credit” criteria are applied as indicated Table H.11-3, footnotes #3 and #4 on page H-9 and the glossary in J.4 for “outage”. Under a worst-case scenario, an MAA provider might lose a host switch(es)/signalling system/switching module(s) isolating all users in the MAA-specific contract area from LVS, CSDS, and/or DTS services resulting in the loss of service “availability” with charges in addition to individual user “outage” credits.

Question: 322

What is the scope for maintenance or restoration? How are outage time, Grade of Service and availability measures impacted in the event that SDP to SDP responsibility is not solely with the contractor?

Answer: 322

The MAA provider will be technically and financially liable as defined in the RQS/RFP for MAA SDP to SDP services where the MAA provider has received/acknowledged and implemented such services regardless of the presence or absence of other contractors. When the MAA provider receives a service request to an SDP which will utilize the facilities and/or maintenance staff of a third party contractor, the MAA provider may determine with the customer that the MAA services can only be extended to an SDP up to **but not including** the existing facilities without upgrading the facilities. In such an instance the MAA provider would not be responsible for outages/availability/GOS beyond the MAA provided SDP, however, the MAA provider would be responsible to **coordinate and cooperate** with other contractors. In contrast, the MAA provider may negotiate (ODC, etc.) with the customer and third-party vendor to assume responsibility for all existing facilities and implement services accordingly with full responsibility for outages, availability and grade of service.

Question: 323

Would you please clarify when a credit period starts? Is it at the end of the committed repair interval?

Answer: 323

The credit period is understood to start either when the customer first notified the MAA provider of a service outage condition or when the MAA provider became aware of a loss of service/availability condition through internal diagnostics, whichever condition occurs first.