



## RFQ Summary

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Selected vendor(s) were notified

<b>RFQ ID</b> RFQ417934	<b>Reference #</b> FCC-RFQ09000011
<b>RFQ Title</b> E-rate Broadband Survey Support Services	
<b>RFQ Status</b> Open	<b>Delivery Days</b> Period of Performance 09/30/2009 through 01/29/2010
<b>RFQ Issue Date</b> 09/24/2009 08:27:02 PM EDT	<b>RFQ Close Date</b> 09/28/2009 12:00:00 PM EDT

### Line Items

Mfr. part No/NSN/Item	Manufacturer	Product/Service Name	Qty	Unit	Ship Address
		E-rate Broadband Survey Support Services	1	LO	1

### Description

The American Recovery and Reinvestment Act of 2009 authorized the Federal Communications Commission (FCC) to create the National Broadband Plan that shall seek to ensure all people of the United States have access to broadband capability and shall establish benchmarks for meeting that goal. Consistent with this effort, the Wireline Competition Bureau (WCB) seeks a contractor to conduct a survey as quickly as possible of all beneficiaries under the Schools and Libraries Universal Service Program, also known as E-rate, to determine the current state of broadband usage and access within schools and libraries in the United States in order to determine how to best address their educational and technological needs as part of the National Broadband Plan.

(See Attached Statement of Work and Offeror Instruction Letter)

### Attached Documents:

RFQ Submission Instructions  
Statement of Work

### Shipping Address

**(1) Arnett Rogiers:**  
Federal Communications Commission  
CONTRACTS & PURCHASING CENTER  
445 12TH STREET SW, ROOM # 1-A522  
Washington, DC 20554

*Individual Receiving Shipment*  
ARNETT ROGIERS  
202-418-1973  
ARNETT.ROGIERS@FCC.GOV



Federal Communications Commission  
Washington, DC 20554

Reply to Attn of: **Contract & Procurement Center**

**09/24/2009**

**TO: Interested GSA Schedule Firms**

**SUBJECT: Request for Quote (RFQ) Number 090000111 for the Federal Communications Commission's (FCC) "E-rate Broadband Survey Support Services"**

The Federal Communication Commission (FCC) is issuing this competitive RFQ to solicit GSA Schedule contract holders under Federal Supply Classification Code B599 Other Studies and Analyses, Special Item Number (s) 541-4A, Market Research and Analysis Services and 874-3 MOBIS, Survey Services, for the purpose of entering into a Delivery/Task Order under their GSA schedule contract. The NAICS code (s) for this action is 541910, Marketing Research and Public Opinion Polling. The FCC will conduct this acquisition using Subpart 8.4 under the Federal Acquisition Regulation. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. The solicitation is posted on the GSA e-buy website at: [www.ebuy.gov](http://www.ebuy.gov) and the FCC website at: [www.fcc.gov/omd/contracts/preaward/](http://www.fcc.gov/omd/contracts/preaward/).

It is the responsibility of each interested vendor to monitor the GSA website at: [www.ebuy.gov](http://www.ebuy.gov) for any updates and amendments to this solicitation. This solicitation will also be posted on the FCC website at: [www.fcc.gov/omd/contracts/pre-award](http://www.fcc.gov/omd/contracts/pre-award) for information purposes only.

All potential offerors are cautioned to strictly adhere to the provisions of their GSA schedule contract and this RFQ regarding conflicts of interest. Any such matters must be brought to the attention of the Contracting Officer at or before the time offers are due. Please be advised that if an actual or potential personal or organizational conflict exists between your firm and the FCC that cannot be resolved, avoided, or mitigated to the satisfaction of the FCC, then your firm shall not be considered eligible for an award.

The FCC is issuing this solicitation for the purpose of entering into a **Firm Fixed Price** contract. The Government intends to make award without conducting discussions with offerors. If you are interested in this acquisition, you may participate by submitting a quote in accordance with the following instructions. **All questions pertaining to this requirement shall be submitted to: [eProposals@fcc.gov/](mailto:eProposals@fcc.gov) not-later-than 3:00 PM (Eastern) Friday, September 25, 2009. Be sure to place the following information in the subject line of your e-mail submission:**

**"RFQ090000111, E-rate Broadband Survey Support Services"**

**Questions received after this deadline will not be addressed by the Government.**

All quotes shall through GSA eBuy portal at:

[https://www.ebuy.gsa.gov/advgsa/advantage/ebuy/start\\_page.do](https://www.ebuy.gsa.gov/advgsa/advantage/ebuy/start_page.do)

The deadline for submission of quotes is: **Monday, September 28, 2009 at 12:00 PM (Eastern).**

### **Quote Submission Instructions**

1. All offerors shall follow the instructions hereby set forth and submit their quotes with the completed quote coversheets (Attachment 2). Vendors submitting quotes must include a statement in the quote affirming their business size status. Submit supporting documentation to provide proof of representation of small business status. The Offeror shall submit their up-to-date Representations and Certification information and include a statement that the offeror has registered in the Central Contractor Registration (CCR) site and has submitted Annual Representations and Certifications via the On-line Representations and Certifications Application (ORCA) and include them in Part II as stated in this letter. Your proposal shall indicate an **acceptance period of no-less-than 90 days** from the due date for submission.
2. Quotes shall be submitted electronically in two separate e-mail attachments as described in paragraphs (5) and (6) below. Each of the parts must be complete in itself so that the evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation.
3. A page is considered to be one side of a single sheet of "8 ½ x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the pages of no less than one inch in width.
4. Offerors shall limit their Technical Quote to **Five (5) Pages**. Offerors are cautioned that if Part I of their offer exceeds this page limitation, the Government may elect to only evaluate up through the permitted number of pages only. Thus, pages beyond the specified limit may not be evaluated.
5. **Technical Quote:** The following three technical factors will be used to evaluate all submitted quotes:

#### **Evaluation Factor 1: Technical Capability (5 Pages)**

Describe your firm's capabilities, technical approach, the methods and procedures that clearly indicate the process which your company will employ during performance under the proposed contract award which meet the requirements of the Statement of Work (SOW). Technical approach shall include clear and concise procedures for developing and conducting the survey, gathering required information from sources; compile/consolidate data, and invoicing. Offerors technical proposal shall include a management plan which describes your firm's ability to provide effective and efficient management and oversight of this requirement. Describe the offeror proposed staffing

plan. Offeror shall submit resumes of all key personnel (only) that reflect the experience and qualifications consistent with their minimum qualification. Based on the requirements in the Sow, offerors shall identify labor categories from their GSA Schedule. Describe the offeror's organizational structure, managerial capabilities, technical personnel, physical resources, facilities, business management plan, and financial capacity to provide the required support services; Offeror's proposal shall discuss the degree to which the resumes of offeror's contemplated/actual employees reflect the professional/job experience, skills qualifications, and education/training levels that are sufficient to provide the required support services. Discuss and provide evidence of the offeror's relevant and current experience in providing similar or same support services on projects of similar size, scope, and complexity.

**PLEASE NOTE: RESUMES OF KEY PERSONNEL ARE NOT COUNTED IN THE OVERALL PAGE COUNT. These are considered free pages.**

**Evaluation Factor 2: Past Performance (Risk Assessment)**

**Sub Factor 2A: Quality of Offeror's Past Performance**

**Sub-Factor 2B: Relative Capability/Experience of the offer in accordance with the SOW requirement**

**Sub-Factor 2C: Demonstrated commitment to customer satisfaction**

**Sub-Factor 2D: Timely delivery of services**

Past performance reference information should demonstrate proper successful supervision and coordination of work performance in compliance with requirements of similar scope and complexity and demonstrates the offeror's ability to successfully handled daily routine and non-routine issues as they arose. And demonstrate compliance with regard to keeping schedules, providing additional services in a timely manner, and timely submission of required reports, invoices and paperwork.

Offeror's must list three (3) relevant contracts and projects performed in the past 3 years (i.e. from the date of solicitation closing) of similar scope and complexity. The Offeror shall complete and submit attachment #3.

**6. Evaluation Factor 3 : Price Quote :**

The following information is exempt from the page limitation set forth in paragraph (-).

- a. The offeror shall complete and submit the Pricing Schedule as indicated.
- b. Include a narrative statement explaining the factors for pricing. Explain how the total annual price is derived. Additional pages not included in page limit.
- c. Assumptions, Conditions, and Or Exceptions: Offerors must acknowledge all (if any) assumptions, conditions, or exceptions with *any* of the terms and conditions of this solicitation including the SOW. If not noted in this section of your quote, it will be

assumed that the offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

## **Basis for Award**

*Award will be based upon overall best value to the Government.*

This Statement of Work (SOW) serves as the Government's baseline requirements. All quotations will be judged against these requirements. The evaluation factors and sub-factors are identified below and listed in descending order of importance.

Award will be made to the offeror whose quotation represents the best value to the Government considering all of the stated evaluation factors and their relative importance. Non-price evaluation factors (i.e., Technical Capability, and Past Performance when combined are significantly more important than price. **Order of Importance:** The technical criteria included herein, is more important than the Past Performance factor. The technical capability factor is significantly more important than the Past Performance factor and Past Performance is more important than Price. Further, the Past Performance sub factors are equal in importance. Technical, and Past Performance, when, combined, are significantly more important than cost/price. Although price is the least important evaluation factor, if Offeror's quotations are determined to be relatively equal with respect to non-price evaluation factors, price may be the determining factor in the award decision. Offerors are encouraged, therefore, to submit competitive pricing.

### **Evaluation Factor 1 - Technical Capability**

This criterion will be evaluated based on the degree to which the Offeror demonstrates an understanding of the FCC's need for E-rate Broadband Surveys and provides a technical approach that appropriately addresses the FCC's need. Technical questions or responses that merely parrot the requirements set forth in the SOW and state that the "Offeror will perform in accordance with the performance work statement" or similar verbiage, without describing how the Offeror will perform the work, shall be assigned a score of zero for this factor. Offerors will be evaluated based on the clarity and rigor of the offered plan regarding the overall management and integration of all activities required by the SOW. Offeror (s) will be evaluated based on the qualifications, depth, experience, staffing level, and readiness of staff identified in the proposed staffing plan and personnel matrix. Offeror will be evaluated based on the effectiveness of the proposed project management plan and technical expertise of the key personnel proposed. Offeror will be evaluated on its managerial capabilities, technical personnel, physical resources, facilities, and financial capacity to provide the required support services.

## Definitions

The rating for FACTOR 1 - Technical Capability will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, or Unacceptable.

ADJECTIVAL	DEFINITION
Outstanding	A proposal that satisfies all of the Government's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the requirements.
Good	A proposal that satisfies all of the Government's requirements with adequate detail to indicate feasibility of the approach and shows an adequate understanding of the problems and offers some significant strengths or numerous minor strengths, which are not offset by weaknesses, with an overall low to moderate degree of risk in meeting the requirements.
Acceptable	A proposal that satisfies all of the Government's requirements with some detail to indicate feasibility of the approach and shows a minimal understanding of the problems, with an overall moderate to high degree of risk in meeting the requirements.
Unacceptable	A proposal that contains a major error(s), omission(s) or deficiency (ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without a major rewrite or revision of the proposal.

## **Evaluation Factor 2, Past Performance**

The result of the past performance evaluation will be a Performance Risk Factor that reflects the probability of successfully completing the solicitation requirements based on the offeror's performance record on similar contract efforts. A rating of High Risk, Moderate Risk, Low Risk, or Unknown Risk (as defined below) will be assigned to the Performance Risk Factor.

### **DEFINITIONS OF RISK LEVELS ASSIGNED FOR PAST PERFORMANCE**

**High Risk Level (HRL):** Significant doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort.

**Moderate Risk Level (MRL):** Some doubt exists, based on the offeror's past performance record, that the offeror can perform the posed effort.

**Low Risk Level (LRL):** Little doubt exists, based on the offeror's performance record, that the offeror can perform the proposed effort.

**Unknown Risk Level (URL):** No performance record can be identified. If an offeror, or its key personnel does not have a past performance history relating to this RFQ (solicitation), the offeror will not be evaluated favorably or unfavorably on this factor.

The FCC may also consider relevant past information obtained through other sources including government-wide past performance databases. Relevant past performance information will be evaluated to determine the quality of the Offeror's past performance as it relates to the probability of success of the required effort.

## **Evaluation Factor 3, Price (not scored)**

Price quotations will be evaluated based upon the total proposed price for the base period. The proposed labor categories and rates shall be verified against the Offeror's current GSA Schedule contract(s). Each Offeror's proposed level of effort and labor mix will be considered to determine if the proposed price is reasonable. Price will not be scored.

Please note, this request does not commit the Government to pay any costs incurred in the submission of your offer, nor to contract for said services. Note also, that full, accurate, and complete information is required by this request in accordance with 18 U.S.C. § 1001 which also prescribes the penalties for making false statements. It is also imperative that while this contract meets organizational security objectives, the contractor staff provide superior customer service, with discipline, cooperation and a consistently positive attitude.

**FACTOR 3: Price (Price will not be adjectively rated)**

- a. An analysis will be done to ensure a complete and reasonable price. The determination that the total is reasonable will be based on information submitted with the offeror's proposal the comparison of other competitive offers, if any, the Independent Government Cost Estimate (IGCE) or on any other reasonable basis. Reasonableness: An assessment of the Offeror's estimating methodology to determine whether the proposed prices are reasonable.
- b. Please note, this request does not commit the Government to pay any costs incurred in the submission of your offer, nor to contract for said services. Note also, that full, accurate, and complete information is required by this request in accordance with 18 U.S.C. § 1001 which also prescribes the penalties for making false statements.

**Definitions of Key Evaluation Terms**

Rating – The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies of an evaluation factor or sub factor. The ratings for the Technical Factor and each of its Sub factors will be expressed as an adjective.

Deficiency – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Strength – Any aspect of a proposal that, when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.

Significant Strength – A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

Weakness – A flaw in a proposal that increases the risk of unsuccessful contract performance.

Significant Weakness – A flaw that appreciably increases the risk of unsuccessful contract performance.

Offerors are required to upload provision FAR 52.212-3 Offeror Representations and Certifications – Commercial Items into ORCA, <https://orca.bpn.gov/>, before proposal is submitted. The proposal must include Solicitation Number, Business size, discount/payment terms, and be signed by an authorized company representative. Offeror must include Taxpayer Identification Number (TIN), Cage Code, remittance address, and be Central Contractor Registration (CCR) registered, <http://www.ccr.gov/Default.aspx>.

**TYPE OF CONTRACT**

The FCC intends to award a contract containing **Firm Fixed Price** components for destruction services (pick-up destruction of sensitive documents) to be provided at the FCC HQ, in Washington, DC.

**Attachments:**

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Schedule B – Price and Costs

FCC Quote Coversheets

Past Performance Contact Information Sheet

Non-Disclosure Form

**ATTACHMENT NO. 1**

**SCHEDULE B- SUPPLIES OR SERVICES AND PRICES/COST**

**SECTION A – SUPPLIES OR SERVICES AND PRICES/COSTS**

**SECTION B – SCHEDULE OF ITEMS**

The Government shall pay the Contractor for accepted services in accordance with the schedule below. For each period of performance on Firm Fixed Price basis, the Contractor shall indicate the total price inclusive of all cost. The total price shall include of all cost such as (travel, incidentals, materials etc.,.)

<b>Item No.</b>	<b>Supplies or Services Description</b>	<b>Unit Price</b>	<b>Extended Price</b>	<b>Total</b>
<b>0001</b>	<b>Base Period of Performance 28 Sep 2009 – 29 January 2010</b> <b>Conduct E-rate Broadband Survey IAW the</b> <b>SOW of the Contract.</b>	\$ _____	\$ _____	

**ATTACHMENT NO. 2**

**Quote Cover Page**

**(To be placed on the top page of the of your offer)**

**Company Name:**

**Company Representative for GSA Orders:**

**Contact Phone:**

**Contact E-mail:**

**Payment Terms:**

**GSA Schedule Number and expiration date:**

**Please check business size: ( ) Large ( ) Small ( ) Minority ( ) Women-owned**

**TIN or SSN:**

**DUNS #:**

**NAICs Code:**

**Complete Mailing Address:**

**Other Pertinent Information:**

**Offer Acceptance Period (no less than 90 days from due date of quote):**

**Name and Title of Person Authorized to Sign Offer:**

**Signature:**

**Date:**

**ATTACHMENT NO. 3**

**PAST PERFORMANCE CONTACT INFORMATION SHEET**

**Offeror Information:**

Name of Offeror Providing Services: \_\_\_\_\_

Address: \_\_\_\_\_

**Past Performance Reference Information:**

Name of Company/Organization Receiving Services: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**Contract Information:**

Contract Number: \_\_\_\_\_ Dollar Value (Annual): \_\_\_\_\_

Performance Period: \_\_\_\_\_ Performance Location: \_\_\_\_\_

Type of Contract (Check all that apply):

Fixed Price \_\_\_\_\_ Cost Reimbursement \_\_\_\_\_ Other (specify) \_\_\_\_\_

Negotiated \_\_\_\_\_ Sealed Bid \_\_\_\_\_ Competitive \_\_\_\_\_ Non-Competitive \_\_\_\_\_

Basis of Payment:

Labor/Equipment Hours \_\_\_\_\_ Other (specify) \_\_\_\_\_

Type & Extent of Subcontracting: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT NO. 4**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, as an employee/subcontractor/consultant/representative of \_\_\_\_\_ (Contractor), operating under the terms and conditions of Contract No. \_\_\_\_\_ with the Federal Communications Commission (FCC), understand that during the course of performing duties relating to such contract or subcontract, I may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the performance of the contract between \_\_\_\_\_ (Contractor) and the FCC, and that such confidential/proprietary information shall be used only as directed. I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the FCC to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

**CONFLICT OF INTEREST**

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract.

---

<b>Signature</b>	<b>Printed Name</b>	<b>Date</b>
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<b>Title</b>	<b>Company</b>
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<b>Address</b>	<b>Phone</b>	<b>E-mail</b>
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**Key Personnel:**                      **Yes**                      **No**

**ATTACHMENT NO. 3**

**PAST PERFORMANCE CONTACT INFORMATION SHEET**

**Offeror Information:**

Name of Offeror Providing Services: \_\_\_\_\_

Address: \_\_\_\_\_

**Past Performance Reference Information:**

Name of Company/Organization Receiving Services: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**Contract Information:**

Contract Number: \_\_\_\_\_ Dollar Value (Annual): \_\_\_\_\_

Performance Period: \_\_\_\_\_ Performance Location: \_\_\_\_\_

Type of Contract (Check all that apply):

Fixed Price \_\_\_\_\_ Cost Reimbursement \_\_\_\_\_ Other (specify) \_\_\_\_\_

Negotiated \_\_\_\_\_ Sealed Bid \_\_\_\_\_ Competitive \_\_\_\_\_ Non-Competitive \_\_\_\_\_

Basis of Payment:

Labor/Equipment Hours \_\_\_\_\_ Other (specify) \_\_\_\_\_

Type & Extent of Subcontracting: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT NO. 4**

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I, \_\_\_\_\_, as an employee/subcontractor/consultant/representative of \_\_\_\_\_ (Contractor), operating under the terms and conditions of Contract No. \_\_\_\_\_ with the Federal Communications Commission (FCC), understand that during the course of performing duties relating to such contract or subcontract, I may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the performance of the contract between \_\_\_\_\_ (Contractor) and the FCC, and that such confidential/proprietary information shall be used only as directed. I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the FCC to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

**CONFLICT OF INTEREST**

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract.

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<b>Signature</b>	<b>Printed Name</b>	<b>Date</b>
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<b>Title</b>	<b>Company</b>
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<b>Address</b>	<b>Phone</b>	<b>E-mail</b>
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**Key Personnel:**                      **Yes**                      **No**



## **Federal Communications Commission**

# **STATEMENT OF WORK**

**For**

**“E-rate Broadband Survey Support Services”**

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## **1.0 INTRODUCTION**

The Federal Communications Commission is an independent federal regulatory agency. Established by the Communications Act of 1934, it is charged with regulating interstate and international communications by radio, television, wire, wireless media, satellite, and cable. Its jurisdiction covers the 50 states, the District of Columbia, and U.S. possessions and territories.

## **2.0 PERIOD OF PERFORMANCE**

September 28, 2009 through January 29, 2010

## **3.0 PRICING ARRANGEMENT**

The Government intends to award a **Firm Fixed Price** contract.

As such, the awardee will be responsible to construct a service implementation plan that will be approved by the government prior to implementation at a later date, within 15 days of contract award. The resulting contract will be tailored to the successful solution and pricing structure.

## **4.0 SCOPE OF WORK**

### **4.1 OVERVIEW**

The American Recovery and Reinvestment Act of 2009 authorized the Federal Communications Commission (FCC) to create the National Broadband Plan that shall seek to ensure all people of the United States have access to broadband capability and shall establish benchmarks for meeting that goal. Consistent with this effort, the Wireline Competition Bureau (WCB) seeks a contractor to conduct a survey as quickly as possible of all beneficiaries under the Schools and Libraries Universal Service Program, also known as E-rate, to determine the current state of broadband usage and access within schools and libraries in the United States in order to determine how to best address their educational and technological needs as part of the National Broadband Plan.

#### **4.1.1 PERIOD OF PERFORMANCE**

The period of performance of this task shall be from September 30, 2009 through January 29, 2010.

#### **4.1.2 BACKGROUND**

The FCC is an independent United States government agency, directly responsible to Congress. The FCC was established by the Communications Act of 1934 and is charged with regulating interstate and international communications by radio, television, wire, satellite and cable. The FCC's jurisdiction covers the 50 states, the District of Columbia, and United States possessions.

WCB is a bureau within the FCC which develops and recommends policy goals, objectives, programs and plans for the FCC on matters concerning wireline telecommunications.

The primary mission of the Telecommunications Access Policy Division within WCB is to advance the goals of universal service that all consumers in the nation have access to quality telecommunications and information services at affordable rates. The purpose of the universal service fund is to ensure that consumers in all regions of the Nation have access to quality telecommunications and information services at affordable rates. The universal service fund is one fund with four programs. Specifically, the E-rate program provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications services, Internet access and internal connections. The E-rate program generally supports connectivity – the conduit or pipeline for communications using telecommunications services and/or the Internet – as opposed to technology-related content. There are approximately 40,000 beneficiaries under the E-rate program.

## **5.0 TASKS**

**5.1.1** Work with WCB staff to determine the type of questions that are best suited for each survey area of interest: (1) Broadband Connectivity/Capacity; (2) Educational and Informational Applications; (3) Obstacles to Obtaining and Using Broadband Services; and (4) Future Projected Needs.

**5.1.2** Draft survey questions in question and answer formats that provide enough information to produce the data needed to determine broadband use and access within schools and libraries across the United States.

**5.1.3** Pretest the complete survey draft to ensure the respondents understand the questions and are responding accordingly.

**5.1.4** Revise draft, if necessary, based on feedback provided by respondents who took the pretest draft survey.

**5.1.5** Conduct the survey and data collection.

**5.1.6** Conduct data analysis and prepare data reports as requested

**5.1.7** Complete a draft survey with approximately 30-40 questions including each survey area of interest: (1) Broadband Connectivity/Capacity; (2) Educational and Informational Applications; (3) Obstacles to Obtaining and Using Broadband Services; and (4) Future Projected Needs by October 16, 2009 for review and feedback by WCB staff.

**5.1.8** Pretest the complete draft survey from October 26, 2009 through November 6, 2009 to approximately 10 applicants.

**5.1.9** Revise draft, if necessary, during the week of November 9, 2009 through November 13, 2009 based on feedback provided by respondents who took the pretest draft survey.

**5.1.10** Conduct the survey from November 16, 2009 through December 30, 2009.

**5.1.11** Review survey results with WCB and other Commission staff and conduct data analysis/reports from December 30, 2009 through January 15, 2009.

**5.1.12** If any deliverables or material obtained during contract performance is classified as “Non Public - for Internal Use Only,” the contractor will not release any item so classified to any person or entity outside WCB without the written permission of a WCB manager.

**6.0 HOURS OF OPERATION**

The contractor is responsible for conducting the survey and delivery of results to FCC during the hours of (08:30 AM through 3:30 PM) Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

**7.0 PLACE OF PERFORMANCE**

(TBD after contract)

**8.0 DELIVERABLE SCHEDULE**

Satisfactory performance of this contract shall occur upon delivery and acceptance by the Contracting Officer and COTR or the duly authorized representative, of the items specified in the schedule. The contractors shall pick-up and deliver all vehicles as specified in the SOW.

<b>Item</b>	<b>Deliverable description</b>	<b>Due date</b>	<b>Delivery Method/Format</b>	<b>Recipient</b>
Survey	Draft Survey (Task 5.1.7)	16 October 2009	E-mail/Microsoft Word	COTR
Survey	Pretest Draft Results	08 November 2009	E-mail/ Microsoft Word	COTR
Survey	Revise Draft –Results W/Final Survey	14 November 2009	E-mail/ Microsoft Word	COTR
Survey	Data Analysis/reports	As Requested by COR	E-mail/ Microsoft Word	COTR
Invoices	Itemized invoice submitted per FCC Clause	10 <sup>th</sup> business day of the month.	E-mail/ Microsoft Word	FO- <a href="mailto:Einvoices@fcc.gov">Einvoices@fcc.gov</a> COTR

## 9.0 FCC CONTRACT CLAUSES

### 9.1.1 SUITABILITY AND SECURITY PROCESSING

#### General (Daily Contract Worker)

A day workers building access BADGE /CARD Key maybe provided to contractor personnel or all new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

- U.S. Passport (unexpired or expired)
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- School ID
- Voter's registration card
- U.S. Military card
- Military dependent's ID card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal document
- U.S. Social Security card
- Certification of Birth Abroad, (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate, bearing an official seal

### 9.1.2 PAYMENT SCHEDULE AND INVOICE SUBMISSION

- (1) Payment of the contract price (**see pricing schedule in letter of instructions**) will be made upon completion and acceptance of all work unless a partial payment schedule is included.
  - (A) Unless otherwise specified in the contract, payments under this contract will be made on the 30<sup>th</sup> calendar day after the later of
  - (B) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - (C) The date tasks are formally accepted by the Government.
  - (D) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (1 and 2) apply to the properly resubmitted document.
  - (E) The items covered in FAR 52.216.26, are incorporated herein.

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(F) To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26 or Block 21 of the SF-33). The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

\_\_\_\_\_  
Contractor's Signature

(G) The commission will return all improper invoices without action.

(2) **Invoices shall be submitted via email to: FO-Einvoicing@fcc.gov . In addition, copies of the emailed invoices shall also be sent to the CO and COTR.**

(A) To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

(B) Name of the business concern, invoice number and invoice date;

(C) Contract number, or authorization for delivery of property or performance of services;

(D) Description, price, and quantity of property and services actually delivered or rendered;

(E) Shipping and payment terms;

(F) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;

(G) Other substantiating documentation or information as required by the contract; and,

(H) Receipts to support all out-of-pocket expenses incurred by the Contractor.

If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

**9.1.3 KEY PERSONNEL**

The personnel specified below are considered to be essential to the supplies being delivered or services being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer and FCC security clearance approval by this clause. The schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The following individuals are designated as key personnel under this contract for purposes of training and implementation and consulting support:

<b>Name</b>	<b>Position/Title</b>	<b>Phone</b>	<b>E-mail</b>

**9.1.4 OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF FCC FACILITIES**

- (a) (1) The Federal Communications Commission observes the following days as holidays:

- New Years Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

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(2) Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

- (a) (1) FCC may close a FCC facility for all or a portion of a business day as a result of –
  - (i) Granting administrative leave to non-essential FCC employees (e.g. unanticipated holidays);
  - (ii) Inclement weather;
  - (iii) Failure of Congress to appropriate operational funds;
  - (iv) Or any other reason.

(2) In such cases, contractor personnel not classified as essential, i.e. not performing critical round-the-clock services or tasks already on duty at the facility shall report to the facility. Such contractor personnel already present shall be dismissed and leave the facility.

(3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which FCC employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.

- (b) When contractor personnel services are not required or provided due to closure of a FCC facility as described in this clause, the contractor shall be compensated as follows –

- (1) For fixed-price contracts, deductions in the contractor's price will be computed as follows:
  - i. The deduction rate dollars per day will be equal to the per month contract price divided by 21 days per month.
  - ii. The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(2) For cost-reimbursement, time and materials and labor-hour type contracts, FCC shall not reimburse as direct cost, the cost of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

**(End of Document)**