

REQUEST FOR PROPOSAL
FOR
TRS FUND ADMINISTRATION SERVICES
FOR THE
FEDERAL COMMUNICATIONS COMMISSION
SOLICITATION NO: SOL09000002

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SECTION B - SUPPLIES OR SERVICES AND PRICE

B.1 SCOPE OF WORK

The Contractor shall furnish all necessary staff, supplies, materials, and equipment to provide TRS Fund Administration services for the Federal Communications Commission in accordance with the terms, conditions and the Performance Work Statement/Technical Requirements (PWS/TR) contained herein.

B.2 SCHEDULE OF ITEMS

The Contractor shall be paid for accepted services in accordance with the following price schedule:

Item Number: Dates are estimated, please refer to Section F.2.

0001	Phase in Period (Date of Award (DOA) – Up to 90 days after DOA; Estimated 10/122/2009 –10/30/2009)	\$ _____
0002	Base Period (11/02/2009—11/01/2010) Firm Fixed Price to Perform TRS Fund Admin. Svcs.	\$ _____
1001	Option Period I (11/02/2010—11/01/2011) Firm Fixed Price to Perform TRS Fund Admin. Svcs.	\$ _____
1002	Option Period II (11/02/2011—11/01/2012) Firm Fixed Price to Perform TRS Fund Admin. Svcs.	\$ _____
1003	Option Period III (11/02/2012—11/01/2013) Firm Fixed Price to Perform TRS Fund Admin. Svcs.	\$ _____
1004	Option Period IV (11/01/2013—11/01/2014) Firm Fixed Price to Perform TRS Fund Admin. Svcs.	\$ _____

PRICE SUMMARY:

Total Price Phase in Period	Clin 0001	\$ _____
Total Price Base Period	Clin 0002	\$ _____
Total Price Option Period I	Clin 1001	\$ _____
Total Price Option Period II	Clin 2001	\$ _____
Total Price Option Period III	Clin 3001	\$ _____
Total Price Option Period IV	Clin 4001	\$ _____

Total Contract Proposed Firm Fixed Price \$ _____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT/TECHNICAL REQUIREMENTS

The Contractor shall furnish all the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement/Technical Requirements, see following pages 7 through 23.

FCC TRS FUNDS ADMINISTRATION SERVICES
PERFORMANCE WORK STATEMENT
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1.0 BACKGROUND

Title IV of the Americans with Disabilities Act of 1990 (ADA), which added section 225 to the Communications Act of 1934, as amended (Act)¹, requires the Federal Communications Commission (Commission) to ensure that Telecommunications Relay Services (TRS) are available to persons with hearing and speech disabilities.² Specifically, section 225 of the Act,³ instructs the Commission to ensure that TRS is available, “to the extent possible and in the most efficient manner,” to persons with hearing or speech disabilities in the United States.⁴ The statute requires each common carrier offering “telephone voice transmission services” to offer TRS to persons with hearing and speech disabilities that is “functionally equivalent” to voice telephone service.⁵

¹ Pub. L. No. 101-336, § 401, 104 Stat. 327, 336-69 (1990); 47 U.S.C. § 225.

² 47 U.S.C. § 225(b)(1).

³ Pub. L. No. 101-336, § 401, 104 Stat. 327, 336-69 (1990); 47 U.S.C. § 225.

⁴ 47 U.S.C. § 225(b)(1).

⁵ 47 U.S.C. § 225(a)(3), (c). As defined in section 225, the term “telecommunications relay services” means “telephone transmission services that provide the ability for an individual who has a hearing impairment or speech impairment to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing impairment or speech impairment to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a TDD or other nonvoice terminal device and an individual who does not use such a device.” 47 U.S.C. § 225(a)(3).

TRS is available nationwide, twenty-four hours a day, seven days a week, so that persons with hearing and speech disabilities can make calls to, and receive calls from, voice telephone users. In some circumstances, TRS equipment also permits persons with hearing disabilities to communicate directly with each other (although such calls are not TRS calls). Initially, only interstate TTY-based TRS (“traditional TRS”) minutes were reimbursed from the Interstate TRS Fund (Fund); however, today the fund reimburses relay service providers for several forms of TRS. These are: (1) interstate traditional TRS; (2) interstate Speech-to-Speech (STS); (3) interstate captioned telephone service (CTS); (4) interstate and intrastate IP Relay; (5) interstate and intrastate Video Relay Service (VRS); and (6) interstate and intrastate Internet Protocol (IP) captioned telephone service (IP CTS). For the past three years, minutes of use for these services have been as follows:

- In 2007: 12,331,967 minutes of interstate traditional TRS; 189,830 minutes of interstate STS; 5,149,457 minutes of interstate CTS; 65,297,380 minutes of VRS; 79,369,359 minutes of IP Relay;
- In 2006: 15,407,354 minutes of interstate traditional TRS; 195,691 minutes of interstate STS; 3,406,701 minutes of interstate CTS; 44,332,923 minutes of VRS; 82,081,139 minutes of IP Relay.
- In 2005: 19,614,656 minutes of interstate traditional TRS; 135,401 minutes of interstate STS; 2,321,446 minutes of interstate CTS; 27,217,858 minutes of VRS; 77,358,044 minutes of IP Relay.⁶

The Interstate TRS Fund Administrator (Administrator) is responsible for the collection and disbursement of funds to compensate providers for their reasonable costs of providing service in accordance with the Commission’s rules. The Administrator is responsible for the following functions:

1. collecting monies from covered interstate common carriers and VoIP providers to create the Fund;
2. developing annual compensation rates, in accordance with Commission guidance, for the various forms of TRS;
3. determining the annual Fund size and carrier contribution factor based on the compensation rates and projected minutes of use for each form of TRS;
4. paying monies from the Fund to eligible TRS providers to compensate them for their reasonable costs of providing TRS; and
5. advising the Commission on cost-recovery issues and managing and safeguarding the Fund.

⁶ For further information on the minutes of use for the various forms of TRS, see www.neca.org (Resources, then TRS Fund).

The entity selected to serve as the Administrator will be expected to perform its duties in accordance with the terms and conditions of a Federal Acquisition Regulation (FAR) based contract. Each of the functions is described further in the Interstate TRS Fund Administrator Functional Requirements Document (Attachment A).

2.0 SCOPE

The Federal Communications Commission (Commission) intends to select a Contractor to assume the roles and responsibilities of the Interstate TRS Fund Administrator (Administrator). The Administrator shall be responsible for all functions associated with administering the Fund as described in this document. The Administrator is responsible for administering and managing the Fund in an efficient, effective manner to ensure that people with disabilities enjoy the benefits of the program as Congress intended. The Contractor shall assume the Administrator functions from the entity currently performing these functions. The Administrator functions are detailed in the Interstate TRS Fund Administrator Functional Requirements Document (Attachment A).

3.0 APPLICABLE DOCUMENTS

The applicable TRS documents list is contained in Appendix A of the Interstate TRS Fund Administrator Functional Requirements Document. Documents applicable to the Administrator's functions can be accessed on the FCC web site at: www.fcc.gov. The TRS program continues to be reviewed pursuant to notice-and-comment rulemakings and nothing in this procurement involves a change or modification to any existing program rule.

4.0 REQUIREMENTS/TASKS

The Contractor shall operate as the Administrator in accordance with the attached Interstate TRS Fund Administrator Functional Requirements Document. Because the financial information of Interstate TRS Fund Administration is included in the financial statements of the Federal Communications Commission, the Administrator must meet the following requirements:

1. Provide for the collection of funds for the TRS Fund from carriers providing interstate telecommunications services and interconnected VoIP service providers.⁷
2. Disburse funds to eligible TRS providers that provide authorized services in accordance with the Commission's TRS rules at the applicable compensation rate approved by the Commission.⁸

⁷ See 47 C.F.R. § 64.604(c)(5)(iii)(A).

⁸ See 47 C.F.R. § 64.604(c)(5)(iii)(E).

3. Establish and implement written policies and procedures to review monthly all required submissions of TRS providers seeking compensation from the Fund to ensure that TRS monies are paid in accordance with the Commission's rules, including verifying the accuracy of data (*e.g.*, minutes of use, number of calls, and number of customers) submitted by the providers to support the minutes billed, and reviewing TRS traffic involving contractors or subcontractors of TRS providers. These policies and procedures shall include analysis of the providers' submissions designed to detect changes, irregularities, or trends in minutes billed that may suggest irregularities or violations of the Commission's TRS rules or may constitute other indicia of fraud.
4. Establish and implement internal controls and procedures, subject to Commission approval, to cease payment to TRS providers that fail to demonstrate full compliance with all relevant Commission rules governing the provision of TRS, fail to justify or document requests for reimbursement from the TRS fund, or engage in potential waste, fraud, or abuse. If any potential noncompliance, fraud, waste, or abuse is uncovered, the Administrator should notify the Office of Managing Director, the Office of Inspector General, and the Consumer and Governmental Affairs Bureau as soon as possible, but in any event, no later than seven (7) days after the identification of the potential noncompliance, fraud, waste, or abuse. In such instances, the Administrator shall cooperate with any investigation by the Commission, or other Federal law enforcement agency, including, but not limited to, obtaining information from the provider regarding the calling party and the called party of the calls in which noncompliance, waste, fraud, or abuse is suspected.
5. As required, communicate with the stakeholder community by responding to requests for information and inquiries, as well as publicizing information about the TRS program, including performance goals and results.
6. Implement effective internal controls in accordance with the standards and guidelines established in OMB Circular A-123. Such internal controls shall include a self-assessment process to ensure the Administrator performs its functions in an efficient, effective manner, as well as a vigorous program to combat potential waste, fraud, and abuse.
7. Comply with all relevant and applicable federal financial management and reporting statutes.
8. Cooperate with the Commission's external auditors and the Commission's Office of Inspector General on annual audits of the Commission. Cooperation means providing the Commission complete access to and the

right of inspection and examination of all accounts, records, and memoranda, financial records, personnel records, and administrative and operational records. In addition, provide timely responses to auditors' requests for information and notices of findings, submission of appropriate management letters and attorneys' letters required as a part of annual audits, formulation and documentation of proper performance measurements as required by federal statutes, and documentation for compliance with federal financial management and reporting statutes.

9. In accordance with the Auditing Plan, draft and issue a procurement to engage an external auditor to perform independent audits of TRS beneficiaries. The Auditing Plan (as well as the procurement to engage an external auditor) shall be reviewed and approved by the FCC prior to issuance. The auditor shall be selected with the input of the FCC through an open, fair, and competitive process. Thus, the proposed price submitted in response to this RFP should exclude the costs of the audit work, other than the costs of conducting the procurement.
10. Working under the oversight and direction of the Commission's Inspector General, oversee audits and on-the-spot investigations of TRS providers performed by an external auditor to ensure that all claims for payment are legitimate, verifiable and in accordance with the Commission's rules and general policies governing the provision of TRS. Cooperate with any independent audits conducted by the Commission or its designees.
11. Use the United States Standard General Ledger to account for the proprietary and budgetary transactions of Interstate TRS Fund Plan Administration.
12. Account for the financial transactions of Interstate TRS Fund Plan Administration in accordance with generally accepted accounting principles for federal agencies.
13. Within one week of award, the contractor will submit suggestions for changes to Attachment 5, the Quality Assurance Surveillance Plan ("QASP"). The QASP shall be a subject of discussion/negotiation at the initial kick-off meeting between the FCC and Contractor, and shall be finalized based upon input from both parties.
14. Comply with the following reporting obligations:
15. Report monthly receipts and disbursements supporting the cash activity. A monthly report is to be submitted to the Commission. Financial reporting to the Department of Treasury will be required. The reports provided to the Commission will be used to report monthly to the Treasury;

16. Report quarterly to the Department of Treasury the status of accounts receivables which includes a roll forward of the accounts receivables balances, along with an aging of outstanding balances;
17. Prepare quarterly and in August of each year, financial statements in accordance with Office of Management and Budget (OMB) Circular A-136 Financial Reporting Requirements (http://www.whitehouse.gov/omb/circulars/a136/a136_revised_2006.pdf);
18. Report monthly trial balances by the 10th work day (as used herein, federal holidays are not considered a “work day”) of the subsequent month for October – August, and by the 8th work day of the subsequent month for September;
19. Report detailed aging report (30, 60, 90, 180 days) of the Account Receivables reconciled to the general ledger. The report shall be received by the 10th work day of the subsequent month for the periods ending December 31, March 31, June 30, and August 31, and by the 8th work day of the subsequent month for September 30;
20. Provide monthly reports to the Interstate TRS Advisory Council and Commission staff detailing the status of funds collected and dispersed, including the Fund balance.
21. Provide a schedule with the calculation and the methodology of any related allowance for doubtful accounts reconciled to the general ledger by the 10th work day of the subsequent month for the periods ending December 31, March 31, June 30, and August 31, and by the 8th work day of the subsequent month for September 30;
22. Provide subsidiary schedules to support the financial statement investment balances as reported on the financial statements. The schedule should include investment type, holder of the security, CUSIP number, name of investment, maturity dates, face value, Premium/Discount at acquisition, ending carrying/amortized value, current market value, accumulated amortization and unamortized premium or discount. The schedules shall be received by the 10th work day of the subsequent month for the periods ending December 31, March 31, June 30, and August 31, and by the 8th work day of the subsequent month for September 30;
23. Maintain all TRS Funds in Federal Investment Securities in accordance with OMB Circular A-11 (http://www.whitehouse.gov/omb/circulars/a11/current_year/a11_toc.html);
24. Provide detailed schedule of interest receivable amounts and related interest rates reconciled to the general ledger. The schedule shall be

received by the 10th work day of the subsequent month for the periods ending December 31, March 31, June 30, and August 31, and by the 8th work day of the subsequent month for September 30;

25. Provide subsidiary ledgers for the “Due to/Due from Contributors,” Deferred Revenue, Account Receivables Credit Balance Reclassifications, “Accounts Payables,” and any other accrued liabilities reconciled to the general ledger. The ledgers shall be received by the 10th work day of the subsequent month for the periods ending December 31, March 31, June 30, and August 31, and by the 8th work day of the subsequent month for September 30;
26. Provide schedule showing administrative amounts withdrawn by the Administrator from the Fund. Included in that schedule, the Administrator shall report residual administrative amounts from the previous month. The schedule shall be received by the 10th work day of the subsequent month for the periods ending December 31, March 31, June 30, and August 31, and by the 8th work day of the subsequent month for September 30;
27. Provide monthly schedules to support the Department of Treasury’s new reporting requirements of cash and investments held outside the Treasury;
28. Provide quarterly Treasury Report on Receivable data three weeks after the end of the quarter to the Commission, who will then be responsible for the final submission of the data to the Department of Treasury;
29. Provide a monthly report to OMD, the OIG, the Consumer and Governmental Affairs Bureau (CGB) that includes program data (*e.g.*, total TRS minutes of use, total interstate TRS minutes of use, total TRS operating expenses and total TRS investments in general accordance with part 32 of the Commission’s rules) and financial data (*e.g.*, administrative expenses, fund balances). The monthly report should also include a detailed explanation of any discrepancies or errors uncovered in its regular review of TRS provider data.
30. Provide a monthly status report to OMD addressing any corrective action arising from audit reports issued by the OIG or other auditors. This report should include information about the status of any actions to recover improperly disbursed funds.
31. Provide an annual written risk assessment, including a written fraud risk assessment.

32. Notify the Commission's Office of Inspector General in writing of actual or suspected waste, fraud, abuse, or other potential misconduct. Written notification must be provided within 7 (seven) days of the discovery of the aforementioned conduct.
33. Provide an annual report no later than 60 days after September 30, that summarizes all expenses, receipts, and payments associated with the administration of the Interstate TRS Fund.
34. Provide results of measures to meet performance goals; and
35. Provide additional information and reports as requested or required by the Commission.

5.0 DELIVERABLES

A. Monthly Speed of Answer Reports

1. IP Relay

For IP Relay, providers are required to answer initial communications within ten seconds for eighty-five percent of calls received each day.⁹ The Administrator collects this data from the providers and reports it to the Commission on a monthly basis.

The Performance History Monthly Report shall contain a column for each provider of IP Relay Service and a row for each day of the month. Each intersecting cell shall show the percentage of calls answered within ten seconds by that provider for that day. Percentages less than 85 percent shall be highlighted. The last row shall indicate the number of days on which the provider failed to achieve 85 percent or better.

A given month's data shall be provided to the Commission by the 15th day of the following month. Upon request from the Contracting Officer's Technical Representative (COTR), the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

2. VRS

For VRS, providers are required to answer initial calls within 120 seconds for eighty percent of the calls, measured monthly.¹⁰ The Administrator collects this data from the providers and reports it to the Commission on a monthly basis.

⁹ See 47 C.F.R. § 64.604(b)(2)(ii).

¹⁰ See 47 C.F.R. § 64.604(b)(3)(iii).

The report shall list each provider and indicate the percentage of calls answered within 120 seconds during that month. Percentages less than eighty percent shall be highlighted.

A given month's data shall be provided to the Commission by the 15th day of the following month. Upon request from the COTR, the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

B. Year-to-Date Speed of Answer Reports

1. IP Relay

For IP Relay, providers are required to answer initial communications within ten seconds for eighty-five percent of calls received each day. The Administrator collects this data from the providers and reports it to the Commission on a monthly basis.

A year-to-date report shall be prepared for each IP Relay provider with a column for each month of the calendar year and a row for each day of the month. The report shall display, at the appropriate intersecting cells, the number of minutes of IP Relay provided on days during which the provider failed to answer calls within ten seconds eighty-five percent of the time ("missed minutes"), and shall indicate the percentage achieved. These minutes shall be totaled at the bottom of each column. Also at the bottom of each column shall be listed the VRS reimbursement rate expressed on a per-minute basis, the product of multiplying the total "missed" minutes times the rate, the number of days "missed" for each month, and an indication of the total year-to-date dollar amount reimbursed for "missed days."

After each month, this report shall be provided to the Commission by the 15th day of the following month. Upon request from the COTR, the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

2. VRS

For VRS, providers are required to answer initial calls within 120 seconds for eighty percent of the calls, measured monthly. The Administrator collects this data from the providers and reports it to the Commission on a monthly basis.

A year-to-date report shall be prepared for each VRS provider that lists each month and indicates the percentage of calls answered within 120 seconds during that month. For those months where that percentage is less than eighty percent,

the Administrator shall indicate the of number of VRS minutes provided that month, and a sum that represents such minutes multiplied by the application per-minute compensation rate.

After each month, this report shall be provided to the Commission by the 15th day of the following month. Upon request from the COTR, the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

C. Two Year IP Relay and VRS Minutes Report

This report displays IP Relay and VRS monthly total minutes for each provider. The report covers both the previous and current Fund year (July to June). For each month and each of the two services, the report also shows: the total minutes of each month (all providers); the projected minutes for that month; the percentage of actual minutes that are over or under the projected minutes(actual to projected); the monthly payments; the projected payments; the difference between actual and projected payments. From time to time, the COTR may request the Administrator to provide additional information on these reports to assist in monitoring Fund interactions with IP Relay and VRS providers.

After each month, this report shall be provided to the Commission by the 15th day of the following month. Upon request from the COTR, the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

D. TRS Fund Performance Status Report

This report displays Fund information for the current funding year. The report shows the fund status as of the last day of each month, including: fund balance, contributions received, receivables, provider payments, and investments. Under “investments” the report lists the date on which each Treasury Bill matures and the dollar amount of each treasury bill. The report displays payments to the Administrator for administrative expenses and Advisory Council expenses. Advisory Council expenses are further broken down into “member reimbursement” and “meeting expenses.”

After the above information, the report displays a chart indicating the reimbursements for the month preceding that month. The title of the chart indicates the total actual and projected reimbursements for the month just ended. The chart contains columns for each service (interstate traditional TRS, interstate STS, interstate CTS, all IP Relay, all VRS, and all IP CTS). Intersecting the columns are rows for: projected minutes, actual minutes, the difference between projected and actual minutes, the percentage of the difference, the rate per minute and the reimbursement. Below each column is an indication of the number of providers for each with their names listed parenthetically.

Following the above information, the report displays a chart entitled “Total Provider payments/Minutes Reimbursed,” with a column for each service (see above) and a “total” column. This chart has two rows: one showing rate-year to date payments, and one showing the prior rate-year payments for the same time frame.

After each month, this report shall be provided to the Commission by the 15th day of the following month. Upon request from the COTR, the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

E. Monthly and Year-to-date TRS Funding Projection

This report displays financial data concerning the Fund for the prior rate-year and current rate-year to date. The data is displayed with a column for each month. There is an End-of-Year Balance column for the prior rate year, and a Projected EOY Balance column for the current year. Each column contains the following rows: Prior Balance, contributions, Receivables, Payments (interstate traditional TRS, interstate STS, interstate CTS, all IP Relay, all VRS, and all IP CTS), Admin. Expenses, Council expenses), Payables (interstate traditional TRS, interstate STS, interstate CTS, all IP Relay, all VRS, and all IP CTS), Administrator and Council), Refunds, Interest Income, Balance, Total Provider Payments, Total Provider Payables, and Difference.

After each month, this report shall be provided to the Commission by the 15th day of the following month. Upon request from the COTR, the Administrator shall provide historical reports within two business days. These reports shall be provided electronically (email) and a hard copy to the COTR.

F. Ratemaking Coordination

The current rate period for TRS services extends from July 1 through June 30. The ratemaking process begins when the administrator requests that the providers submit cost and demand data to the administrator (generally in early February), as set forth in applicable Commission orders.

For those services subject to the Multi-state Average Rate Structure (MARS) cost recovery methodology (currently traditional TRS, STS, and CTS), this data presently includes: (1) the per-minute compensation rate(s) for intrastate traditional TRS and STS for the previous calendar year; (2) whether the rate applies to session minutes or conversation minutes; (3) the number of intrastate session minutes for traditional TRS and STS for the previous calendar year; and

(4) the number of intrastate conversation minutes for traditional TRS and STS for the previous calendar year.¹¹

For VRS, IP Relay, and IP CTS, this data presently includes the projected and actual cost and demand data set forth in the Commission's rules.¹²

The administrator will also request, as necessary, data from the States. The Administrator reviews the submissions under the oversight of the Commission (COTR). Commission rules require the Administrator to develop specific rates and a contribution factor for the TRS Fund, which it presents in draft presentation form to the TRS Advisory Council and submits to the Commission by May 1st.¹³

The review of data submitted by the providers should be rigorous. Cost and demand data (for VRS and IP Relay) should be compared to prior year data and subject to trend analysis where appropriate. Anomalous data shall be questioned, and if appropriate, discounted or eliminated from the rate calculation process. The Commission will work with the Administrator to determine what constitutes anomalous data. Cost data shall be compliant with Parts 32, 36, and 65 of the Commission's rules. As a general proposition, ongoing experience in the provision of TRS services and increasing overall demand of TRS services establish a presumption that TRS rates should decline. The TRS Funding mechanism is not intended to be a "cost-plus" mechanism, and there should be no expectation that all costs shall be covered by the Fund. The mandate is to allow recovery of "reasonable" costs of offering service in compliance with the applicable TRS rules. Certain categories of costs are specifically excluded from coverage, *e.g.*, the costs of customer premise equipment and the installation and maintenance thereof.

The ratemaking process requires a high level of coordination and exchanges of information between the Commission staff and the Administrator from the time of the initial data submissions to the time that the Administrator formally files the rate plan. Historically, the coordination effort has included: daily telephone discussions, face-to-face meetings at the FCC Headquarters as needed, email traffic, and exchanges of work papers including spreadsheet analysis, graphs, and records of correspondence between the Administrator and providers.

As the COTR works with the Administrator during the rate development period, the COTR will also engage in briefings of Commission decision makers on

¹¹ See generally *Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CG Docket No. 03-123, Report and Order and Declaratory Ruling, 22 FCC Rcd 20140 (Nov. 19, 2007) (*2007 TRS Cost Recovery Order*).

¹² See 47 C.F.R. § 64.604(c)(5)(iii)(C).

¹³ See 47 C.F.R. § 64.604 c)(5)(iii)(H).

progress. Accordingly, the ability of the Administrator to respond quickly to questions and information requests from the COTR is of tantamount importance.

Any cost disallowances or demand adjustments directed by the Commission through the COTR shall be incorporated by the Administrator into the formal rate filing.

Copies (hard copy) of all provider data submissions shall be provided to the COTR as they are received. This requirement includes any and all amendments and corrections to the data submissions.

The Administrator shall provide monthly summaries of its analysis of the data to the COTR (electronically and hard copy) including work papers as appropriate.

Within one month, or sooner, of the initial filing of data with the Administrator, the Administrator shall meet with the COTR to present the rates that would result based on the cost and demand data submitted by the providers, as well as rates based on proposed disallowances or adjustments to the providers' data consistent with the TRS rules. During this meeting, the Administrator shall bring to the COTR's attention any and all cost and demand categories or subcategories that deviate from those of prior years or otherwise run contrary to trend analysis.

G. Presentation to Advisory Council of Rate Proposal

Each year, prior to the annual rate filing by the Administrator to the Commission, a meeting is held at which the Administrator presents to the Advisory Council an outline and leads a discussion of the soon to be proposed rates and contribution factor for the TRS Fund. Ten days prior to the scheduled meeting, the Administrator shall provide a hard copy of the presentation materials to the COTR for review and discussion.

H. List of Members of the TRS Advisory Council

The Administrator shall maintain a list of the members of the TRS Advisory Council and provide such list to the COTR upon request.

I. Audits of TRS Providers and the TRS Fund

The Administrator shall provide its audit plans to the COTR annually by March 31 and at such times as the plans are amended. The Administrator shall also provide copies of all audit reports (drafts and finals) to the COTR as they are developed.

J. Quarterly and Annual Financial Statements

The Administrator shall prepare and submit financial statements and supporting schedules reflecting the administrative activities of the Fund. These statements shall include any capitalized equipment that was purchased by the Administrator for the sole purpose of administering the fund, and shall be provided at the end of each quarter and at the end of August.

K. Website Reporting

The Administrator shall maintain a web site accessible by and useful to consumers, contributors, TRS providers, and state relay administrators. The Administrator shall report all updates and changes to the website to the COTR as they occur. The website shall be operational by the Administrator's first day in this position.

L. Policies and Procedures

The Administrator shall provide to the COTR a copy all of its policies and procedures at the beginning of the contract. The policies and procedures manual first shall be submitted to the COTR on the first business day after the 90-day transition. The Administrator shall also provide copies of all amendments, changes and deletions to the policies and procedures as they occur.

M. Notification of Delinquent Contributions

The Administrator shall notify the COTR of any contributor that is past due. This information shall be regularly updated.

N. Cost Allocation Manual

The Administrator shall file a cost allocation manual (CAM), specific to the administration of the Interstate TRS Fund, with the COTR and pursuant to 47 C.F.R. section 64.903. The CAM is due by December 31.

Note: For reporting, acceptable electronic file formats are Microsoft Word 2002 or later, Microsoft Excel 2002 or later, Microsoft PowerPoint 2002 or later, Microsoft Project 2003, Adobe Acrobat).

O. Transition Plan

Prior to contract termination and at the written request of the Contracting Officer, the contractor shall provide a detailed plan for an efficient and orderly transition. This transition plan shall and agreed upon format, as applicable. The Transition Plan shall be submitted within 90 days of receipt of request.

P. Monthly Progress Reports

At the end of each month, the Contractor shall submit a monthly progress report, which

shall measure the Contractor's performance against trends and agreed-upon metrics. Other requirements pertaining to these written reports (such as format and content) will be determined and established after contract award, with input from the Contractor.

Q. Other Deliverables

The Administrator shall provide all other reports delineated in Section 4, which have not been specifically identified in this section.

6.0 DELIVERABLES SCHEDULE

The Contractor shall complete the tasks identified above and provide deliverable items to the CO and/or COTR, as applicable. The COTR will coordinate TPOC, PMO and other FCC staff review of each deliverable and provide comments to the Contractor within ten (10) working days of the submission of each item. In the case of document deliverables the Contractor shall incorporate FCC comments and return a revised final deliverable document to the COTR within five (5) working days of receipt. All deliverables shall become the property of the FCC. Each document deliverable shall be submitted in three (3) hard copies and in an acceptable electronic format, using Microsoft Word, Microsoft Excel, Microsoft Project, or any other format that is mutually agreed upon by the COTR and the Contractor. The time frames and format requirements apply to all written reports and documents to be delivered to the FCC. Appropriate charts or graphics shall support all written deliverables, including monthly project status reports, weekly meetings, or presentations.

7.0 REQUIRED PERFORMANCE METRICS
REQUIRED PERFORMANCE METRICS (RPM) TABLE

Required Service	Performance Standards	Acceptable Quality Levels	Method Of Surveillance	Incentive (Negative) (Impact on Contractor Payments)
Monthly, Quarterly and Annual Reports on Fund Status and Operations	Reports submitted no later than the due dates	100%	TBD	Invoice deduction of \$500 for each report delivered late
Audit Plans and Audit Reports of Providers	Audit Plans are submitted in accordance with prescribed timelines.	100%	TBD	Invoice deduction of \$500 for each audit plan submitted late
Independent Audit of the TRS Fund	Audits are conducted in accordance with prescribed timelines.	100%	TBD	Invoice deduction of \$500 for each audit conducted late
Ratemaking and Contribution Factor Responsibilities	Proposed compensation rates, Fund size, and contribution factor are calculated and proposed in accordance with prescribed timeliness, and accurately reflect underlying data.	100%	TBD	Invoice deduction of \$500 for each late deliverable
Timeliness and accuracy of payments	Payments of monies are executed pursuant to prescribed requirements, are supported by the data submitted by the providers, are the correct amounts, and are consistent with the Improper Payments Information Act	98%	TBD	Invoice deduction of \$500 for not meeting Acceptable Quality Level or delivery date
Timeliness and accuracy in collections	Collection of monies shall be executed pursuant to prescribed requirements, are supported by the data, and are in the correct amount	98%	TBD	Invoice deduction of \$500 for not meeting Acceptable Quality Level or delivery date
Collecting and Reviewing cost and demand data from Providers	Timely and complete collection and review of data pursuant to prescribed requirements	98%	TBD	Invoice deduction of \$500 for not meeting Acceptable Quality Level or delivery date

SECTION D - PACKAGING AND MARKING

NO CLAUSES IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	Inspection of Services Fixed Price	AUG 1996

E.2 ACCEPTANCE—SINGLE LOCATION

The CO or authorized representative will accomplish acceptance at the Federal Communications Commission, 445 12th Street S.W, Washington, DC 20554. For the purpose of this clause, the COTR named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different FCC agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989

F.2 PERIOD OF PERFORMANCE

The contract contains a ninety-day phase-in period, a twelve-month base period, and four twelve-month option periods as follows:

Phase In Period (*)	Date of Award – 3 Months
Base Period	12 Months following Phase in Period
First Option Period	12 Months following Base Period
Second Option Period	12 Months following First Option Period
Third Option Period	12 Months following Second Option Period
Fourth Option Period	12 Months following Third Option Period

NOTE: (*) – The Phase in Period shall constitute a transition period from the incumbent contractor and is not included as part of the 60 month maximum period of performance referenced in Clause I.3, Option to Extend the Term of the Contract.

F.3 PLACE OF PERFORMANCE

The work to be performed under this contract shall be performed at the following location(s):

Unknown - To Be Determined

F.4 DELIVERY SCHEDULE

Deliveries shall be as specified in the Performance Work Statement/Technical Requirements in Section 5, Deliverables, Section 6, Deliverables, Section F.2, Period of Performance, and as specified in other sections of the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

The CO is the only person authorized to execute a written agreement on behalf of the FCC and to approve changes to the contract in accordance with FAR 52.212-4(c) (Changes). This authority remains solely with the CO. In the event the Contractor effects any changes at the direction of any person other than the CO, the changes will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

A. The Contractor point of contact is: TBD

Address:

Phone:

Fax:

G.2 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND ALTERNATE

A. The Contracting Officer's Technical Representative (COTR) is as follows:

COTR: To Be Determined (TBD)

1. The COTR is responsible for the technical direction of the contract work. In no event, however, will any understanding, agreements, modification, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized in a contract modification executed by the Contracting Officer prior to completion of the contract.
2. The Contractor shall notify the Contracting Officer as soon as possible of any actions or inactions by the Contractor or the Government that may affect the price or required delivery or completion times stated in the contract, so that the contract may be modified if necessary. Whenever, in the opinion of the Contractor, the COTR requests efforts outside the scope of the contract, the Contractor shall immediately notify the Contracting Officer. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contractor shall notify the Contracting Officer immediately, in writing. Proceeding with work without proper contractual coverage could result in non-payment.
3. A copy of the COTR delegation letter is provided as an attachment.

B. The Contracting Officer's Technical Representative's Alternate (ACOTR) is as follows:

ACOTR: TBD

1. The ACOTR performs the duties of the COTR in the absence of the COTR.
2. A copy of the ACOTR delegation letter is provided as an attachment.

G.3 INVOICES

A. Monthly invoices shall be submitted in an original and two copies to the Government office designated in this contract. Each monthly invoice will be in an equal installment of the specified period of performance price. To constitute a proper invoice, the monthly invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number, or authorization for delivery of property or performance of services;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- (6) Other substantiating documentation or information as required by the contract.

B. Submission of Invoices:

Invoices shall be submitted in an original and two copies to the designated billing office (DBO): **FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554.*** Copies of all invoices must be sent via email to the CO and the COTR.

NOTE: *Invoices may be submitted via email to: FO-Einvoices@fcc.gov.

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

The commission will return all improper invoices without action.

C. Payment due date:

1. Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of

(a) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(b) The date tasks are formally accepted by the Government.

2. 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 (a and b) apply to the properly resubmitted document.

D. Invoices and Performance Disincentives:

In accordance with the PWS and QASP, performance disincentives will be applied to a monthly invoice when the FCC determines that an Acceptable Quality Level (AQL) of an applicable Required Service was not achieved for the respective monitoring period.

G.4 FUNDING

Funding for this requirement is non-appropriated funds collected from provider fees.

G.5 MONTHLY PROGRESS REPORTING

The Contractor shall submit a progress report by the 15th of each month, covering work accomplished during the prior month of contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

(a) A cover page containing:

(1) Contract number and title

(2) Type of report, sequence number of report, and period of performance being reported.

(3) Contractor's name and address

(4) Author(s)

(5) Date of report

(b) SECTION I: An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

(c) SECTION II: A description of overall progress plus a separate description of each logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) SECTION III: A description of current technical or substantive performance, and any problem(s) that may impede performance along with the proposed corrective action.

(e) SECTION IV: Financial information shall be submitted for each of the following:

- (1) Monthly invoiced amount and date;
- (2) Total invoiced amount to date;
- (3) If applicable, title, date, and amount of change orders and/or other modifications;
- (4) Total remaining funds.

SECTION H – SPECIAL CONTRACT CLAUSES

H.1. INSURANCE

The contractor shall in accordance with Section I, submit to the Contracting Officer a written certification that it has obtained the insurance required below, and that these policies contain the endorsement required by FAR 52.228-5 entitled “Insurance — Work On A Government Installation”. The contractor shall deliver the certification to the Contracting Officer not later than ten (10) calendar days after award of the contract.

The contractor shall maintain during the life of this contract the following insurance:

A. Workers’ compensation and employer’s liability.

The contractor is required to comply with applicable federal and state workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so commingled with a contractor’s commercial operations that it would not be practical to require this coverage. Employer’s liability coverage of at least \$100,000 shall be required except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

B. General Liability

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

C. Automobile Liability

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. Policies covering automobiles operated in the U.S. shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

H.2 SAVE HARMLESS AND INDEMNITY AGREEMENT

A. Responsibility for Government Property. The contractor assumes full responsibility for and shall indemnify the government against any and all loss or damage of whatsoever kind and nature to any and all government property, including any

equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repair, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

B. Hold Harmless and Indemnification Agreement. The contractor shall save and hold harmless and indemnify the government against any and all liability and claims and costs of whatever kind and nature for injury to or death of any persons and for loss of or damage to any property occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or an employee, agent, or representative of the contractor or subcontractor.

C. Contractor/Employees Property. The contractor shall be responsible for the safety and health of its employees. The government will not be responsible in any way for damage to the contractor's supplies or materials, or to the contractor's employees' personal belongings brought into the building, occasioned by fire, theft, accident, or otherwise.

H.3 CONFIDENTIALITY AND CONFLICT OF INTEREST AND NEUTRALITY REQUIREMENTS

A. CONFIDENTIALITY

The Contractor and any personnel assigned to work on this Contract, including any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Contractor (collectively "the Contract personnel") are restricted as to their use or disclosure of non-public information obtained during the term of this Contract. Non-public information means any information that is not routinely available for public inspection. Section 0.457 of the FCC's rules (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. For purposes of this Contract, non-public information includes all documents, reports, spreadsheets, written communications, and any other work product or data, including drafts thereof, in all formats such information exists, electronic or otherwise, generated in the performance of this Contract. It is the responsibility of the Contractor and Contract personnel to preserve all non-public information in confidence.

The Contractor and Contract personnel may not discuss or disclose non-public information, either within or outside of the Contractor's organization, except (a) FCC employees authorized by the Contracting Officer to receive such information; (b) for approved Contract personnel who have executed a Non-Disclosure Agreement (Attachment 1) as necessary for performance of work under the Contract; or (c) as directed in writing by the Contracting Officer. The Contractor is responsible for ensuring

that all Contract personnel execute the attached Non-Disclosure Agreement and providing executed Non-Disclosure Agreements to the Contracting Officer before Contract personnel commence any work under this Contract. These procedures apply to any Contract personnel assigned to perform work under this Contract following award.

Requests for the use of any non-public information obtained during, or resulting from, the performance of the Contract must be addressed in writing to, and approved in writing by, the Contracting Officer. In the event the Contractor is issued a subpoena or court order, or receives a request from a third party seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner, and prior to disclosing the requested information.

The prohibition on disclosure of information described above is an ongoing obligation of the Contractor and Contract personnel and does not terminate with completion of work under this Contract or, with respect to Contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Contractor or its subcontractor(s).

B. CONFLICT OF INTEREST AND NEUTRALITY REQUIREMENTS

1. The Contractor is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, unprofessional conduct, and is otherwise in compliance with the FCC's specified neutrality requirements. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest with the performance of this contract with the FCC or otherwise be in conflict with the neutrality criteria.

2. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest, or raise the appearance of impropriety, with respect to the subject matter of this contract and the services provided there under or would conflict with any of the neutrality criteria. During the period of contract performance, the Contractor shall further refrain from providing services to any person or entity with respect to any matter indirectly relating to this contract without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contracting Officer in connection therewith. Furthermore, for a period of twelve (12) months following the termination date of the contract, the Contractor agrees that it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining a written consent of the Contracting Officer, whose consent will not be unreasonably withheld. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other

individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data.

3. The duties and responsibilities of the Administrator include, but are not limited to, the collection of payments from telecommunication service providers and the distribution of payments to providers of interstate TRS and other entities designated by the Federal Communications Commission. Because a relationship with any such entities could result in an actual or potential conflict of interest (or, at a minimum, create the appearance of impropriety), the Administrator may not be an affiliate of any of the entities from which it collects or distributes payments.

4. The Contractor certifies that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified herein and that it has submitted any information required by the Commission to demonstrate such compliance. The Contractor recognizes that the failure to disclose any actual or potential conflict of interest or other information affecting its compliance with the neutrality criteria to the satisfaction of the FCC may render it ineligible for award or, if necessary, subject to contract termination.

5. The Contractor shall provide written certification by one of its officers that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified herein, and that it has submitted any information necessary to demonstrate such compliance. The contractor recognizes that the failure to disclose any actual or potential conflict of interest or other information affecting its compliance with the neutrality criteria to the satisfaction of the FCC, may render it ineligible for award, or, if necessary, subject to termination.

H.4 KEY PERSONNEL

A. The Contractor shall identify “key personnel” to be assigned to perform the required work. The key personnel are considered to be essential to the work being performed for the Commission. The following personnel are designated as Key Personnel for purposes of this contract:

<u>Category</u>	<u>Name</u>
-----------------	-------------

To be Proposed (TBP)

B. During the first twelve (12) months of contract performance, the Contractor shall make no changes to key personnel unless the change is necessitated by a reason deemed compelling by the CO (e.g., death, illness, termination of employment).

C. All key personnel changes proposed must be in compliance with paragraphs (D) and (E) hereof. The Government will not approve substitutions for the sole convenience of the Contractor.

D. If any substitution or addition of a key personnel position becomes necessary, the Contractor shall immediately notify the CO in writing, accompanied by the resume of the proposed individual. In the case of a substitution, the proposed individual shall be of at least substantially equal ability and qualifications as the individual being replaced.

E. All requests for approval of changes hereunder must be in writing, via email, and provide a detailed explanation of circumstances necessitating the proposed change. Requests for changes to key personnel shall be made as soon as, but no later than three (3) business days after the Contractor first knows of the need for such change. In addition to a detailed explanation, the request must also provide:

- 1) the resume of the proposed individual (for a substitution or addition);
- 2) a comparison of the qualifications of the proposed individual and the individual to be replaced (for a substitution);
- 3) a signed employee Non-Disclosure Agreement (from the proposed substitution or addition);
- 4) number of hours the Contractor will provide, at its expense, to train the proposed individual (for a substitution or addition); and,
- 5) any other information requested by the CO to reach a decision.

The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing.

H.5 GOVERNMENT AND CONTRACTOR RELATIONSHIPS

The FCC and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the FCC are *non-personal services*. Both the FCC and the Contractor recognize that no employee relationship exists or will exist under this contract. The Contractor contracts with the FCC only to furnish the services, materials, or work described herein. The Contractor's employees shall remain under the Contractor's direct supervision at all times. Although the FCC will coordinate directions within the scope of the contract, detailed instructions for the Contractor's employees and supervision shall remain the sole responsibility of the Contractor. Furthermore, pursuant to FAR Subpart 7.5, the Contractor shall not perform any tasks that are inherently governmental functions.

H.6 CONFIDENTIALITY

A. The Contractor and any personnel assigned to work on this Contract, including any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Contractor (collectively "the Contract personnel") are restricted as to their use or disclosure of non-public information obtained during the term of this Contract. Non-public information means any information that is not routinely available for public inspection. Section 0.457 of the FCC's rules (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product

doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. Non-public information includes both information provided to the Contractor by the FCC and information resulting from performance of the Contract. It is the responsibility of the Contractor and Contract personnel to preserve all non-public information in confidence.

B. The Contractor and Contract personnel may not discuss or disclose non-public information, either within or outside of the Contractor's organization, except (a) FCC employees authorized by the CO to receive such information; (b) approved Contract personnel who have executed a Non-Disclosure Agreement (Attachment 1) as necessary for performance of work under the Contract; or (c) as directed in writing by the CO. The Contractor is responsible for ensuring that all Contract personnel execute the attached Non-Disclosure Agreement and provide their executed Non-Disclosure Agreements to the CO before Contract personnel commence any work under this Contract. These procedures apply to any Contract personnel assigned to perform work under this Contract following award.

C. Requests for the use of any non-public information obtained during, or resulting from, the performance of the Contract must be addressed in writing to the CO. In the event the Contractor is issued a subpoena or court order, or receives a request from a third party, seeking information related to this contract, the Contractor shall notify the CO in writing within one calendar day of knowledge or receipt of such request, whichever is sooner, and prior to disclosing the requested information.

D. The Contractor or contract personnel may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor or contract personnel may not issue news releases, promotional materials, or similar items regarding contract award, contract modifications, or contract performance without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the CO.

E. The prohibition on disclosure of information described above is an ongoing obligation of the Contractor and Contract personnel and does not terminate with completion of work under this Contract or, with respect to Contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Contractor or its subcontractor(s).

H.7 ORGANIZATIONAL CONFLICTS OF INTEREST

A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to an actual or potential organizational conflict of interest (under the rules in FAR Subpart 9.5) or even the appearance of a conflict of interest, or, if any such facts or circumstances exist, that the Contractor has disclosed all such relevant information in writing to the CO.

B. Prior to commencement of any work, the Contractor shall notify the CO in writing that, to the best of its knowledge and belief, no actual or potential organizational conflict of interest exists and that it is not aware of any facts or circumstances that may give rise to even the appearance of a conflict of interest, or, if any such facts or circumstances exist, notify the CO of any actual or potential organizational conflict of interest or any facts or circumstances that may give rise to even the appearance of a conflict of interest. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

C. The Contractor agrees that if, during performance of the contract, it identifies an actual or potential organizational conflict of interest or any facts or circumstances that may give rise to even the appearance of a conflict of interest, the Contractor shall immediately make a full disclosure in writing to the CO. That disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential organizational conflict of interest or the appearance of a conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

D. Remedies – The FCC may terminate this contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential organizational conflict of interest or even the appearance of a conflict of interest. If the Contractor was aware, prior to award, of an actual or potential organizational conflict of interest or facts or circumstances that could give rise to the appearance of a conflict of interest, or discovered an actual or potential conflict or any such information after award and did not make full disclosure or misrepresented the information to the FCC, the FCC may terminate the contract for default, debar the Contractor from contracting with the Federal Government, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor shall include in each subcontract or consultant agreement placed hereunder a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized by the CO.

H.8 OFFEROR DISCLOSURE STATEMENT REQUIREMENT REGARDING ORGANIZATIONAL CONFLICTS OF INTEREST

A. Offerors are required to disclose any facts or circumstances that could give rise to an actual or potential organizational conflict of interest (under the rules in FAR Subpart 9.5) or to even the appearance of a conflict of interest. If the Offeror is aware of any information bearing on the existence of an actual or potential organizational conflict of interest or that could give rise to the appearance of a conflict of interest, then the Offeror shall provide a disclosure statement in Volume 1 of its quote describing all relevant information for FCC consideration. An Offeror's disclosure statement must address actual or potential organizational conflicts of interest or appearance issues relating to the Offeror's entire corporate organization, including any parent company, sister companies, affiliates, subsidiaries, and other interests held by the Offeror. In addition to identifying

actual or potential organizational conflicts of interest or possible appearance issues, the disclosure statement shall describe how the Offeror proposes to avoid, neutralize, or mitigate such actual or potential conflicts of interest or possible appearance issues.

C. The purpose of requiring a disclosure statement is to provide the FCC with an opportunity to assess whether any actual or potential conflicts of interest or possible appearance issues exist relating to this procurement, and whether such any conflicts or appearance issues can be avoided, neutralized or mitigated before contract award. The CO will determine whether an Offeror is eligible for award based on the information provided in the disclosure statement and any other relevant information. There is no precise formula for determining whether an Offeror's business or financial relationships or its past, present, or future interests would result in a determination by the CO that award to a particular Offeror would not be in the best interest of the Government due to organizational conflict of interest concerns. Each Offeror will be considered individually based on the specific information disclosed pursuant to the requirements of this provision and upon the adequacy of the Offeror's plan for avoiding, neutralizing, or mitigating such conflicts of interest or appearance issues.

H.9 PERSONAL CONFLICTS OF INTEREST

A. In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to Contract personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

B. The Contractor agrees to notify immediately the CO and the COTR of (1) any actual or potential personal conflict of interest with regard to any of its employees working on the contract or having access to information regarding this contract, or any facts or circumstances that could give rise to even the appearance of a personal conflict of interest regarding such employees, and (2) any such actual or potential conflicts or appearance issues concerning subcontractor employees or consultants working on the contract or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor shall continue performance of this contract until notified by the CO of the appropriate action to be taken.

C. The Contractor shall include in any subcontract or consultant agreement placed hereunder a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized by the CO.

H.10 SUITABILITY AND SECURITY PROCESSING

1. General

1.1 All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).

1.2 Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202-418-7884). The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the Contractor during the same business day that the determination is made.**

1.3 If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

1.4 Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC SOC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

2. At Time of Contract Award

2.1 The FCC SOC must receive the completed, signed OF 306 for each proposed individual member of the contract personnel (i.e., "contract employee") at the time of contract award. Resumes for all personnel proposed for assignment on the contract shall be provided to the SOC prior to the time of in-take processing (see below, 3.2). **The FCC SOC requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contract employee may begin work on the contract. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

2.2 In addition, the Contractor is responsible for submission of completed, signed computer security forms for contract personnel prior to the individual beginning work on the Contract (See Attachment No. 3, FCC Instruction 1479.2, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.

2.3 The COTR shall begin processing Section B of the FCC Contract Personnel Record form (FCC Form A-600) prior to Contractor award notification. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and the Contractor must submit the completed A-600 forms for all contract personnel to the SOC within ten (10) working days of contract award.

2.4 The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contract personnel who have received a favorable adjudication so they may receive their permanent access credential.

3. Identity Proofing, Registration, and Checkout Requirements

3.1 Locator and Information Services Tracking (LIST) Registration

The SOC maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contract personnel, regardless of work location.

The FCC Form A-600, "FCC SOC Contractor Record Form" captures contract personnel information for data entry into the LIST system.

3.2 Intake Processing (Applicable solely to contract personnel whose designated place of performance is the FCC Headquarters in Washington, D.C.)

3.2.1 Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contract personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.

3.2.2 All new contract order 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

3.2.3 After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

3.2.4 At this time, contract personnel will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

3.2.5 For any contract personnel whose name is provided to the Commission for security investigation at (ii) or (iii) level in paragraph 3.2.4 above and who subsequently leaves the contract, due to Contractor or contract personnel decision, within one year of Contract award, the Contractor shall reimburse the Commission for the cost of the investigation. The cost may range from approximately \$400.00 (moderate risk) to approximately \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

3.3 Monthly Contractor Personnel Reports

The monthly report verifying contract personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

3.3.1 The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the

contract name and FCC number, and shall list all contract personnel working at the FCC in the immediately previous month.

3.3.2 The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.

3.3.3 The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and shall originate with the Contractor's Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.

3.3.4 No later than the 15th of each month, the SOC will notify the Contractor's Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for the deficiency in the report.

3.3.5 The first instance of either (a) or (b) in paragraph 3.3.4 above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent monthly report received either late or containing errors.

3.4 Checkout Processing: (Applicable solely to contract personnel whose designated place of performance is the FCC Headquarters in Washington, D.C.)

3.4.1 All contract personnel are required to report to the SOC and complete the sign-out portion of the FCC A-600, FCC SOC Contract Personnel Record form at the termination of the Contract or the termination of their employment on the contract, whichever is sooner.

3.4.2 This process verifies the access badge has been returned to the SOC by the contract personnel.

(a) If the checkout processing is not completed by the contract personnel, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.

(b) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. The Commission's selected banking institution handles collection and processing of all Commission administrative charges and, should payment become necessary, the Contractor will be provided the appropriate directions for an electronic funds transfer (EFT).

(c) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the departure of contract personnel from the FCC.

H.11 ACCESSIBILITY CONSIDERATIONS

The Federal Communication Commission (FCC) considers accessibility to information a priority for all employees and external customers, including individuals with disabilities. The Government has established Requirements for Accessible Software Design. When selecting computer hardware and software applications for use within the FCC's computing environment, the Commission will require the Contractor to evaluate the hardware and software to determine its accessibility by users with disabilities to ensure the FCC supports its obligations under Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. § 794d, as amended, and 36 C.F.R. Part 1194.

H.12 HOURS OF OPERATION

The contractor shall be available a minimum of five days a week Monday-Friday, from 8 AM to 5 PM, local time, excluding recognized Holidays.

However, if circumstances warrant, the contractor shall be available at other times to meet the needs of the industry.

H.13 TRAINING

The contractor is responsible for ensuring that its staff is fully trained and qualified to perform assigned duties and responsibilities under this contract. If the contractor provides technical staff with applicable certifications, the contractor shall assure that its staff maintains such certifications throughout the life of the contract. The Contractor shall provide staffing with expertise that is current and shall ensure that its staff maintains a satisfactory level of knowledge and skills necessary to perform assigned tasks. Contractor staff shall not perform tasks they are not qualified to carry out.

H.14 REMOVAL OF CONTRACTOR PERSONNEL

The CO may require removal from work on the Contract of those Contractor employees who he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment on the contract he/she deems contrary to the public interest or inconsistent with the best interests of the FCC.

In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the FCC to be unsatisfactory at any time during the life of the contract, the FCC reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification. To the extent

permitted by law, the FCC's written notification shall include the reason for requesting replacement personnel.

H.15 WARRANTY AGAINST DUAL COMPENSATION

The contactor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any employee of the Government as wages, compensation, or gifts for acting as an officer, employee, subcontractor or consultant to the contractor in connection with the work or performance required under this contract.

H.16 PAYMENTS

After the FCC/Government accepts the contracted services, it will direct the Contractor to execute payment on the invoice.

PART II – CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203 -5	Covenant Against Contingent Fees	APR 1984
52.203 -6	Restrictions on Subcontractor Sales To The Government	SEP 2006
52.203 -7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52 .203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204 -2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204 -7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records—Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan Alt II	APR 2008
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	OCT 2008
52 .222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007

52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, And Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights-in-Data- General	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.229-3	Federal, State and Local Taxes	APR 2003
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price Alternate I	AUG 1987
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-25	Limitation of Liability—Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract completion.

**I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>
A	TRS Fund Administrator Functional Requirements		
1	Non-Disclosure Agreement	N/A	1
1.5	Neutrality Criteria Certification	N/A	1
2	FCC FORMS:		
	a. FCC A-200, FCC Computer System Application Access Assignment Form	Jul. 2002	2
	b. FCC A-600, Contract Personnel Record	Apr. 2003	4
3	FCC Instruction #1479.3, Computer Security Program Directive	Jul. 2013	54
4	Contracting Officer's Technical Representatives (COTR & TPOC) Delegations		TBD
5	Quality Assurance Surveillance Plan (QASP)		10
6	FCC Policy Statement on the Prevention of Workplace Violence	Jun. 2003	1
7	FCC Instruction #1139 "Management of Non-Public Information	Mar. 2012	6
8	Past Performance Questionnaire	N/A	2
9	Accessibility Standards, Section 508 of The Rehabilitation Act (by reference only)		

SECTION K -REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Online Representations and Certifications Applications (ORCA)

Offerors are required to submit their reps and certs in compliance with ORCA.

Effective January 1, 2005, FAC 2001-26 amended the FAR to require bidders or offerors to provide many of the FAR-required representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website (<http://orca.bpn.gov>).

ORCA is an e-Government initiative that has been developed to replace the paper based Representations and Certifications (Reps and Certs) process. Previously, vendors had to submit Reps and Certs for each individual large purchase contract award. Now, using ORCA, a contractor can enter their Reps and Certs information, once, for use on all Federal contracts. This site not only benefits the contractor by allowing them to maintain an accurate and complete record, but also the Contracting Officer as they can view every record, including archives, with the click of a mouse.

Registration in ORCA is required if the solicitation being responded to requires an active registration in CCR. ORCA is an on-line system that is located on the Internet. The ORCA site can be found by going to <http://www.bpn.gov> and clicking on "Online Reps and Certs Application" on the left side of the screen. If registrant does not have access to the Internet, or needs extra Internet help, they can contact the Procurement Technical Assistance Center (PTAC) (www.dla.mil/db/procurem.htm) closest to them.

The vendor must accomplish the following before registering in ORCA; (1) They must obtain a DUNS Number, (2) register in CCR, and (3) an MPIN must be entered into an active CCR registration.

The DUNS number is a unique nine character identification number provided by the commercial company Dun & Bradstreet (D&B); it is also required for registration in CCR. If registrant does not have a DUNS number, they can phone Dun & Bradstreet, 1-866-705-5711. Customer must wait 24 hours after receiving a new DUNS number before they register in CCR to allow time to process the information from D&B to CCR. To register in CCR and create an MPIN the registrant can visit www.ccr.gov.

The Marketing Personal Identification Number (MPIN) is a 9-digit code containing at least one alpha character and one number (no special characters or spaces). The MPIN is created by the registrant in their company's CCR registration and acts as a password for other various government systems. The MPIN is the last data field in the "Points of Contact" section of the registration.

Once the registrant has registered in CCR and entered their new MPIN, it will take 24 to 48 hours to become active. After that, they can begin their registration in ORCA. For

more information on CCR registration and setting up an MPIN, the customer can go to www.ccr.gov .

In addition to submitting reps and certs in accordance with ORCA, offers must also complete and return with their proposal Sections K.2, Representations of Limited Data Rights and Restricted Computer Software, and K.3, Authorized Negotiators.

K.2 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **517919**.

(2) The small business size standard is **\$25 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is **500 employees**.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(vii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(viii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(ix) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(x) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xi) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(2) The following certifications are applicable as indicated by the Contracting Officer:

 X (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 52.227-15 REPRESENTATION OF LIMITED DATA RIGHTS AND RESTRICTED COMPUTER SOFTWARE (DECEMBER 2007)

a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and

deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states *[offeror check appropriate block]*—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

K.4 ADDITIONAL DATA REQUIREMENTS

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

K.5 AUTHORIZED NEGOTIATORS

The Offeror shall identify those persons authorized to negotiate under the resultant contract:

_____ Name	_____ Title
_____ SIGNATURE	_____ DATE

SECTION L-INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION	JAN 2004
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

_____. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 INSTRUCTIONS FOR PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS

Technical and Management Approach (Volume 1) — Limited to 100 pages
Past Performance/Corporate Experience (Volume 2 — No page count limitation
Price (Volume 3) — No page count limitation

Text shall be at least one-and-one-half spaced, typewritten, on 8 1/2 x 11 inch paper, with a minimum one inch margin all around. Text on resumes may be single spaced. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same restrictions, shall utilize spacing and text that is easily readable.

Pages in each Volume shall be consecutively numbered. Each Volume shall contain a Table of Contents and a List of Tables and Figures. This Table of Contents and list are index aids and will not count against page count limitations. They also should not contain any material intended for evaluation. Reference documents attached to the proposal will be counted as part of the page count.

It is the offeror's responsibility to ensure the completeness of its proposal. The evaluation of proposals will be conducted on the basis of the information contained in the proposal. The Government will not assume that an offeror possesses any capabilities not specified in the proposal. Offerors shall cross-index their proposal contents to the evaluation elements listed in SECTION M of this solicitation.

Information may be submitted on single or double-sided sheets, but shall not exceed the applicable page limitations. The type for all documents submitted (including charts and graphs) shall be black.

Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) STANDARD FORM OF CONTRACT - One (1) copy of the completed, signed offer (Sections A through K) of the solicitation package.

(b) TECHNICAL PROPOSAL – One (1) Original and Five (5) paper

copies, and One (1) electronically on a compact disc (CD), formatted for personal computers using Microsoft software, with One (1) back-up copy.

(c) PRICE/BUSINESS PROPOSAL - One (1) Original and Five (5) paper copies, and One (1) electronically on a compact disc (CD), formatted for personal computers using Microsoft software, with One (1) back-up copy.

ORAL PRESENTATIONS

Oral presentations may be required. If required, the presentation is expected to be approximately one-half day in length. A detailed agenda will be supplied closer to the date of these oral presentations. The content of the oral presentations will be considered to be part of the contractor's proposal and will become part of the evaluation. The basis of the oral presentation will be a high level summary of the offeror's Technical and Management approach followed by a question and answer period. It is anticipated that the oral presentations, if required, will be held within two weeks after proposal submittal.

SPECIAL INSTRUCTIONS TO OFFERORS (TECHNICAL)

Subcontracting Plan: If an offeror intends to use subcontractors or consultants to perform any of the TRS administrator functions, the offeror shall submit a detailed subcontracting Plan (if applicable) and identify the respective names, past performance and corporate experience information, and the portions of the work they will perform. Offerors shall elaborate on the scope, magnitude, and complexity of prior and ongoing experience, similar to the stated requirement, over the past three years for each subcontractor or consultant proposed. Additionally Offerors shall identify procedures that shall be employed to ensure subcontractor time and efforts are appropriately applied to the project's objectives.

Offerors shall submit a Subcontracting Plan in accordance with the instructions contained in Federal Acquisition Regulations (FAR) 52.219-9, Alt.II. Offerors shall, at a minimum, submit a Subcontracting Plan that meets the Federal statutory goal requirements. The Federal Government-wide statutory requirements for subcontracting goals are as follows:

1. 23% for Small Businesses
2. 5% for Small Disadvantaged Businesses
2. 5% for Women-Owned Small Businesses
2. 3% for HUBZone Businesses
2. 3% for Service Disabled Veteran-Owned Small Businesses

NOTE: Offerors are encouraged to subcontract work under this contract to the extent possible. Offerors should be aware, however, that the prime contractor will be held accountable and liable for all work performed by any subcontractor.

TECHNICAL AND MANAGEMENT APPROACH - VOLUME I

The offeror shall not include any price/cost data in the Technical and Management Approach Volume of its proposal.

Offerors shall provide a written technical proposal that will be evaluated based on the completeness and quality of the response and a demonstration of the requirements in the RFP. To facilitate evaluation of proposals offerors are requested to present the narrative portion in the format outlined below. The volumes shall be submitted by the offeror in response to the RFP in written format and electronically as identified above.

The Technical and Management Approach Volume should demonstrate the offeror's understanding of the requirements and should demonstrate the offeror's approach to meeting those requirements. The proposal should include the following:

A. Technical and Management Approach (Volume 1)

Offerors are required to provide a written technical proposal that explains their proposed technical and management approach to meeting the requirements within established timeframes. Offerors shall demonstrate an understanding of the requirements as evidenced by their ability to perform TRS associated functions such as billing and collection functions and including the requirements specified in the PWS, during the term of administration of the contract. This shall include an overall project plan that, at a minimum, includes:

1. A Management Plan (MP) that appropriately meets the performance and quality requirements for the administration of the TRS Fund and shows the relationship between the billing and collection functions and its overall corporate strategy, and provides a clear description of issue escalation procedures. Offerors shall provide an organizational structure for operations that includes an organizational chart depicting the billing and collection administration organization by specific job functions and by organizational hierarchy. Offerors shall provide copies of all job descriptions that correspond to the organizational chart.
2. A Staffing Plan (SP) that appropriately meets the performance and quality requirements for the administration of the TRS Fund and demonstrates the qualifications and capabilities of key personnel relevant to the billing and collection functions and explains the proposed staffing and pertinent industry experience that satisfies the requirements defined in this document. The SP shall describe the experience of the offeror's proposed staff on contracts of similar size, scope, and complexity to this requirement and their knowledge of all relevant rules and laws. The time period for referenced experience should extend back for three (3) years from the present. Offerors shall detail how the proposed staff's experience relates to the current project. Offerors shall provide key personnel and staff resumes for all proposed staff expected to perform work proposed. Resumes should describe the professional expertise, professional certifications, and academic backgrounds of the staff members (inclusive of Key Personnel) who

will be assigned to this engagement. For those positions that the offeror anticipates filling after award of contract, the offeror shall provide the minimum educational background and job experience that will be acceptable;

3. An Auditing Plan (AP) detailing a plan of scheduled and unscheduled audits of providers with clear descriptions of the number and qualifications of personnel performing the audits;

4. A Quality Control Plan (QCP) that will set forth the staffing and procedures for self inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The contractor shall develop and implement a performance management system with processes to assess and report their performance to the designated Government representative. The offeror's technical and management approach shall also demonstrate prudent management of information systems in order to assure reliability and security; and

5. A proposed set of performance metrics, including financial incentives, that supplement and/or enhance the performance metrics identified in Section 7.0 of the PWS and the Quality Assurance Surveillance Plan (QASP), Attachment 5 of the PWS. *(Note: The offeror's proposed additional performance metrics and QASP supplement will be evaluated a part of the technical evaluation and they will be negotiated and incorporated into the subsequent awarded contract).*

B. Past Performance/Corporate Experience (Volume 2)

1. Past Performance

Offerors are required to describe their recent and relevant funds management past performance history on contracts of similar size, scope, and complexity to the current requirement.

Offerors shall identify up to three (3) comparable efforts performed during the last three years by client, date completed, type of work, client telephone number, client address, contract number contract type, and total contract value. Offerors shall also identify any performance problems with referenced contracts and the corrective action taken to resolve the problems. Offerors shall also identify any incentives awarded in connection with referenced contracts.

Offerors shall complete the Past Performance Questionnaire (PPQ) in accordance with its stated requirements. The PPQ is located in Attachment 8.

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the

quality of the contractor's past performance as it relates to the probability of success of the required effort.

2. Corporate Experience

Offerors are required to describe their corporate funds management experience on contracts of similar size, scope, and complexity to the current requirement.

Offerors shall describe their recent and relevant corporate experience that is similar to the current requirement. Offerors shall identify up to three (3) comparable efforts performed during the last three years by client, date completed, type of work, client telephone number, client address, contract number contract type, and total contract value. Offerors shall detail how the experience relates to the current project.

NOTE: Recent is defined as within the last three years. Relevant is defined as work same or similar in complexity and magnitude of the work (providing and managing billing and collection functions) described in this PWS.

For both B(1) and B(2), offerors proposals shall include the following information:

- Project title;
- Description of the project;
- Contract number;
- Contract amount;
- Government Agency/Organization;
- COTR's name, address, and phone number;
- Contracting Officer's name, address, and phone number;
- Contract and, if applicable, task order number;
- Current status, e.g., completed and/or if in progress, start and estimated completion dates;
- Dollar value and type of contract;
- Name of company being referenced;
- PWS requirements that the reference is relevant to;
- Key personnel (please highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.); and
- A brief narrative of why you deem the reference to be relevant to this effort.

Offerors shall describe how they meet the following attributes:

- a. Knowledge of all relevant Commission rules regarding TRS, cost allocation, fund collection, jurisdictional separation of costs, TRS

reimbursement rate setting and reporting requirements (*See* 47 C.F.R. § 64.604(c)(5)).

b. Knowledge of Commission rules regarding the TRS mandatory minimum standards (*See* 47 C.F.R. § 64.604(a) and (b)) and TRS provider eligibility for reimbursement from the Interstate TRS Fund (*See* 47 C.F.R. § 64.604(c)(5)(iii)(F)).

c. Knowledge of legislation that bears on the provision of TRS (*See* Pub. L. No. 101-336, § 401, 104 Stat. 327, 336-69 (1990), the TRS mandatory minimum standards, and the administration and collection of funds and/or proprietary information from contributors and TRS providers (*See* 47 C.F.R. § 64.604(c)(5)(iii)(I)).

d. Knowledge of the relevant Office of Management and Budget rules and regulations regarding generally accepted accounting principles for federal agencies (Federal GAAP) and the United States government standard general ledger (USGSGL) system for maintaining accounts (*See* 47 C.F.R. § 64.604(c)(5)(iii)(I)). The Administrator shall also be knowledgeable of the generally accepted government auditing standards (GAGAS) (*See* 47 C.F.R. § 64.604(c)(5)(iii)(I)). Note that audits or related engagements conducted on the beneficiaries of the Fund, contributors to the Fund, and any other providers of service for the TRS program must be performed in accordance with GAGAS.

e. Knowledge of the following relevant statutes: the Federal Manager's Financial Integrity Act of 1982, the Cash Management Improvement Act of 1990, the Federal Credit Reform Act of 1990, as amended, the Government Performance and Results Act of 1993, the Government Management Reform Act of 1994, the Reports Consolidation Act of 2000, the Accountability of Tax Dollars Act of 2002, and the Improper Payments Information Act of 2002.

f. Knowledge of the Debt Collection Improvement Act of 1996 (*See* Pub. L. No. 104-134, 110 Stat. 1321 (1996)).

g. Knowledge of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990 (*See* Pub. L. No. 104-134, 110 Stat. 1321 (1996); Pub. L. No. 101-336, 401, 104 Stat. 327, 336-69 (1990)).

h. Knowledge of financial analysis, including forecasting, reviewing corporate expenditures, and reviewing financial statements.

PRICE/BUSINESS PROPOSAL INSTRUCTIONS – VOLUME 3

I. Price Proposal

A. General

This section shall consist of the offeror's prices to perform the work outlined in the Performance Work Statement/Technical Requirements. The offeror shall furnish a price breakdown with supporting data, including a breakdown of direct labor prices for the phase in period, base period, and option periods.

The Price proposal shall represent the Contractor's best pricing effort and experience with the type of work as described within the Performance Work Statement.

B. Initial and each Optional Period

All price elements associated with each period of performance shall be fully documented and justified.

1. Direct Labor

The offeror shall justify all direct labor prices, including a breakdown by labor category of the hours proposed for each discrete piece of work.

Also, in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees, offerors shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract.

2. Other Direct Prices and Travel

The offeror shall provide an explanation of the basis for these prices including any materials or subcontract prices, which shall be supported by quotes or, if offeror is unable to obtain quotes, a complete explanation of basis for the proposed price.

Travel related costs are to be included in the firm-fixed price. For travel proposal purposes, the Government anticipates six (6) trips to Washington, DC for status meetings, rate development meetings, and advisory council meetings.

3. Escalation

The offerors shall list in this section their proposed escalation rates for the option years and provide rationale. The rationale should incorporate any anticipated learning or improvement curve and potential for price reduction.

II. Business Proposal

A. Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.

B. Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside sources.

C. Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.

NOTICE: If an offeror fails to comply with any of the requirements for proposal preparation as stated in this section (including, but not limited to page limits, character size, line spacing, and margins), the Government may elect not to evaluate the offeror's entire proposal, or part of the proposal which is determined by the Government not to comply with the proposal preparation instructions (e.g., where a proposal exceeds the page limit by 5 pages, the last 5 pages of the proposal may not be evaluated).

L.5 FUNDING & USE OF FEDERAL ACQUISITION REGULATION (FAR)

Although this requirement is being funded with non-appropriated funds, the Commission has determined, as a matter of discretion, to utilize the FAR in conducting this procurement. The Commission believes that this action is in the public interest because the FAR represents a fair, uniform, and well-established body of procurement policies and procedures that is suitable for application to this instant procurement.

L.6 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.7 POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled within 20 days after the date of contract award. The conference will be held at:

TBD

L.8 INQUIRIES and SUBMISSION OF QUESTIONS

a. Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer or Contracts Specialist listed in this document. *Offerors shall contact only the those persons about any aspect of this requirement prior to contract award.*

b. *Offerors shall submit all questions concerning this solicitation in written format via email to Mary Ann Bettencourt at maryann.bettencourt@fcc.gov.* Answers to questions and responses will be provided to all offerors in an amendment(s) to the solicitation.

L.9 SUBMISSION OF OFFERS

Offers shall be delivered to the FCC Warehouse, 9300 E. Hampton Dr., Capitol Heights, Maryland, 20743 and must be marked: **“Response to SOL09000002, Attn.: Mary Ann Bettencourt, Contracts and Purchasing Center, Room 1A462.”**

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION CRITERIA

A. TECHNICAL EVALUATION FACTORS

The following are the factors for the technical criteria. The evaluation factors and subfactors are identified below and listed in descending order of importance.

Evaluation Factor 1, Technical and Management Approach

Subfactor 1A – Management Plan

The FCC will evaluate the clarity and rigor of the offered plan regarding the overall management and integration of all activities required by the PWS.

Subfactor 1B – Staffing Plan

The FCC will evaluate the qualifications, depth, experience, staffing level, and readiness of staff identified in the proposed staffing plan.

Subfactor 1C – Key Personnel

The FCC will evaluate the project management and technical expertise of the key personnel proposed.

Subfactor 1D – Staff Funds Management Experience

The FCC will evaluate the strength of the proposed staff's funds management experience.

Subfactor 1E – Auditing Plan

The FCC will evaluate the thoroughness of auditing plan.

Subfactor 1F – Quality Control Plan

The FCC will evaluate the approach of the quality control plan.

Subfactor 1G – Supplemental QASP/Performance Metrics

The FCC will evaluate the clarity, ingenuity, and manageability of the offeror's proposed additional performance metrics and QASP supplements and enhancements to permit the government's designated quality assurance personnel to monitor and measure contract performance against all of the offeror's proposed performance metrics.

Subfactor 1F – Small Business Participation/Teaming/Consultant Plan

The FCC will evaluate the extent and strength of any non-exclusive small business participation/teaming/consultant relationships and (if subcontracting is proposed) the presence of a strong overall subcontractor management structure to meet the requirement objectives. In support of the FCC/Government established socio-economic goals, this RFP encourages small business participation. Offerors who are small businesses or offerors which subcontract or team with small business concerns will receive up to an additional 15 evaluation points upon validation.

Evaluation Factor 2, Past Performance/Corporate Experience**Subfactor 2A – Past Performance**

The FCC will evaluate the offeror's relevant past performance under contracts of similar size, scope, and complexity to the solicitation requirement.

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 Quoter's past performance as it relates to the probability of success of the required effort.

Offerors with no relevant past performance history will not be evaluated favorably or unfavorably under this Subfactor.

Subfactor 2A – Corporate Experience

The FCC will evaluate the offeror's relevant experience on current or past contracts of similar size, scope, and complexity to the current requirement.

Technical proposals that merely parrot the requirements set forth in the PWS or state that the offeror “will perform in accordance with the PWS” or similar verbiage, without describing how it will perform the work, will be evaluated as technically unacceptable.

Evaluation Factor 3, Price

The FCC will evaluate based upon the total proposed price for the base and option periods.

1. Competition will be used to determine price/price reasonableness.
2. For evaluation purposes the evaluated price will be the total combination of the phase-in, base, and option periods.

M.3 REVIEW OF PAST PERFORMANCE EVALUATION

Award may be made from initial offers without discussions. In the event discussions are held and in accordance with FAR 15.306, the Government will provide the offeror an opportunity to discuss unfavorable past performance information obtained from references on which the offeror had not had a previous opportunity to comment. However, offerors are requested to proactively address issues that may have negatively affected their performance evaluation in their proposals.

In order to aid the Government in evaluating each offeror’s past performance, offerors are encouraged to submit the past performance information specified in the solicitation prior to the closing date of the proposals under this solicitation.

M.4 ALL OR NOTHING PROPOSALS

Proposals offering less than all of the services required will not be considered.

M.5 BASIS FOR AWARD

The Government will evaluate each offeror’s proposal against the following criteria listed in descending order of importance: Technical and Management Approach, Past Performance/Corporate Experience, and Price. Technical merit plays a significant role in determining contract award. The non-price evaluation factors when combined are significantly more important than price. The Contracting Officer shall determine what trade-off between technical merit and price promises to be the best value to the Government, price and other factors considered. As offeror’s technical proposals become more equal, price may become the determining factor. The offeror is encouraged therefore, to offer the Government a sound technical proposal supported by competitive pricing. Contract award will be made on a determination as to which proposal offers the greatest overall value and is most advantageous to the Government.