



**Federal Communications Commission
Washington, DC 20554**

July 21, 2011

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

TO: Interested Firms

SUBJECT: INSTRUCTIONS TO OFFERORS - Request for Quote (RFQ)
Number SOL11000004 for the Federal Communications
Commission's (FCC) "**Emergency Mass Notification System**"

The Federal Communication Commission (FCC) is issuing this small business set aside RFQ as a combined synopsis and solicitation. This announcement constitutes the only solicitation, quotations are being requested and a written solicitation will not be issued. The Request for Quotes Document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05-12. Standard Industrial Classification is 8999, Miscellaneous Services. The Product Service Code is D316, Telecommunication Network Management Services. The NAICS code (s) for this action is 541519, Other Computer Related Services. The FCC will conduct this acquisition using Subpart 12, Acquisition of Commercial Items under the Federal Acquisition Regulation as supplemented with additional information included in this notice. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. The solicitation is posted on the **FedBizOpps** website at: <https://www.fbo.gov> and the FCC website at: www.fcc.gov/omd/contracts/pre-award/.

It is the responsibility of each interested vendor to monitor the FedBizOpps and FCC websites at: <https://www.fbo.gov> and www.fcc.gov/omd/contracts/pre-award/ for any updates and amendments to this solicitation.

The FCC is issuing this solicitation for the purpose of entering into a **firm-fixed price contract**. The Government intends to make a single-award without conducting discussions with offerors. Potential offerors are encouraged to propose and submit the contract type that best represents their ability to meet all requirements in the statement of work (SOW). If you are interested in this acquisition, you may participate by submitting a quote in accordance with the following instructions.

- ❖ Quotes shall be submitted to: eProposals@fcc.gov
- ❖ The following information shall be inserted in the subject line of your e-mail submission: "**SOL11000004, Emergency Mass Notification System**"
- ❖ The deadline for submission of quotes is **Wednesday, August 3, 2011 at**

12:00 p.m. (Eastern).

All potential offerors are cautioned to strictly adhere to the provisions of this RFQ. Questions received after this deadline will not be addressed by the government.

Quote Submission Instructions

1. All offerors shall follow the instructions hereby set forth and submit their quotes with the completed quote coversheets (Attachment 2). Offerors submitting quotes must include a statement in the quote affirming their business size status. Submit supporting documentation to provide proof of representation of small business status. The Offeror shall submit their up-to-date Representations and Certification information and include a statement that the offeror has registered in the Central Contractor Registration (CCR) site and has submitted Annual Representations and Certifications via the On-line Representations and Certifications Application (ORCA) and include them in Part II as stated in this letter. Your proposal shall indicate an **acceptance period of no-less-than 90 days** from the due date for submission.
2. Quotes may be submitted electronically in two or more emails to ensure attachments do not exceed 10KB (Kilobytes). Use of Acrobat PDF and Zip files are encouraged. Each of the parts must be complete in itself so that the evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation.
3. A page is considered to be one side of a single sheet of "8 ½ x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the pages of no less than one inch in width.
4. Offerors shall limit their Technical Quote to **Five (5) Pages**. Offerors are cautioned that if Part I of their offer exceeds this page limitation, the Government may elect to only evaluate up through the permitted number of pages only. Thus, pages beyond the specified limit may not be evaluated.
5. Offerors shall provide not-more than three (3) relevant contracts performed in the past 3 years (i.e. from the date of solicitation closing) of similar scope and complexity. Offerors shall complete and submit attachment #2 for each past performance reference.

Technical Evaluation Methodology

Evaluation Factor 1: Technical Capability (5 Pages)

Describe your firm's capabilities, technical approach, the methods and procedures that clearly indicate the process which your company will employ during performance under the proposed contract award which meet the requirements of the Statement of Work (SOW). Technical approach shall include clear and concise procedures for developing and conducting the survey, gathering required information from sources; compile/consolidate data, and invoicing. Offerors technical proposal shall include a management plan which describes your firm's ability to provide effective and efficient management and oversight of this requirement. Offerors shall provide a user friendly "turn-key system" capable of providing geolocational alerting of FCC licensee points, as well as adhoc group alerting of FCC employees. Specifics on how this is accomplished are also required. Offerors shall include in the proposal a capability for FCC users to load/import Microsoft Excel data and be able to update alerting groups at the user location with minimal steps. In addition this system should provide a text to voice capability; real-time monitoring; and the capability to generate reports on the status of the alert. Offerors shall provide two (2) on-site training sessions for up to 25 personnel and provide a computer based tutorial and user manual. The offeror must also offer training for any significant software changes. Offerors shall submit resumes of all key personnel (only) that reflect the experience and qualifications consistent with their minimum qualification. Based on the requirements in the SOW, offerors shall identify technical personnel; physical resources; and facilities to provide the required support services. Offeror's proposal shall discuss the degree to which the resumes of offeror's contemplated/actual employees reflect the professional/job experience, skills qualifications, and education/training levels that are sufficient to provide the required support services. Discuss and provide evidence of the offeror's relevant and current experience in providing similar or same support services on projects of similar size, scope, and complexity.

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

Evaluation Factor 2 - Past Performance (Risk Assessment)

Sub Factor 2A: Quality of Performance

Sub-Factor 2B: Relative Capability/Experience

Sub-Factor 2C: Demonstrated commitment to customer satisfaction

Sub-Factor 2D: Timely delivery of services

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

Evaluation Factor 3 - Price Quote

The following information is exempt from the page limitation:

- a. Offerors shall complete and submit the Pricing Schedule as indicated.
- b. Include a narrative statement explaining the factors for pricing. Explain how the total annual price is derived. Additional pages not included in page limit.
- c. Assumptions, Conditions, and Or Exceptions: Offerors must acknowledge all (if any) assumptions, conditions, or exceptions with **any** of the terms and conditions of this solicitation including the SOW. If not noted in this section of your quote, it will be assumed that the offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein.

Basis for Award

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

The Statement of Work (SOW) serves as the Government's baseline requirements. All quotations will be judged against these requirements.

Award will be made to the offeror whose quotation represents the best value to the Government considering all of the stated evaluation factors and their relative importance. Non-price evaluation factors (i.e., Technical Capability, and Past Performance when combined are significantly more important than price.

Order of Importance: The technical capability factor is significantly more important than the past performance factor and past performance is more important than price. Further, the past performance sub-factors are equal in importance. Technical and past performances, when combined, are significantly more important than cost/price. Although price is the least important evaluation factor, if offeror's quotations are determined to be relatively equal with respect to non-price evaluation factors, price may be the determining factor in the award decision. Offerors are encouraged, therefore, to submit competitive pricing.

Evaluation Factor 1 - Technical Capability

This criterion will be evaluated based on the degree to which the Offeror demonstrates an understanding of the FCC's need for an Emergency Mass Notification System and provides a technical approach that appropriately addresses the FCC's need. Technical responses that merely parrot the requirements set forth in the SOW and state the "Offeror will perform in accordance with the performance work statement" or similar verbiage, without describing how the Offeror will perform the work, shall be assigned a score of zero for this factor. Offerors will be evaluated based on the clarity and rigor of the offered plan regarding the overall management and integration of all activities required by the SOW. Offeror will be evaluated based on the effectiveness of the proposed project management plan, technical expertise, managerial capabilities, physical resources and facilities required to support services.

Definitions

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

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

Evaluation Factor 2 - Past Performance

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

DEFINITIONS OF RISK LEVELS ASSIGNED FOR PAST PERFORMANCE

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

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

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

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

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

Evaluation Factor 3 - Price (not scored)

Price quotations will be evaluated based upon the total proposed price for the base period and two option periods. Price will not be scored.

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

The determination that the total price is reasonable will be based on information submitted with the offeror's proposal the comparison of other competitive offers, if any, the Independent Government Cost Estimate (IGCE) or on any other reasonable basis.

Definitions of Key Evaluation Terms

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

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

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

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

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

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

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

Attachments:

Attachment 1, Schedule B – Price and Costs

Attachment 2, Past Performance Contact Information Sheet

Attachment 1 - **SCHEDULE B- SUPPLIES OR SERVICES AND PRICES/COST**

The Government shall pay for accepted services in accordance with the schedule below. The period of performance will be one (1) base year and two (2) option years to be exercised at the discretion of the Government and subject to the availability of funds. The total price shall include all costs such as (travel, incidentals, materials etc.,.)

Item No.	Supplies or Services Description	Unit Price	Extended Total Price
A0001	Base Period of Performance August 12, 2011 – August 12, 2012 Emergency Mass Notification System Services	\$ _____	\$ _____
B0001	Optional Period of Performance August 12, 2012 – August 12, 2013 Emergency Mass Notification System Services	\$ _____	\$ _____
C0001	Optional Period of Performance August 12, 2013 – August 12, 2014 Emergency Mass Notification System Services	\$ _____	\$ _____

ATTACHMENT 2 - PAST PERFORMANCE CONTACT INFORMATION SHEET

Offeror Information:

Name of Offeror Providing Services:

Address:

Past Performance Reference Information:

Name of Company/Organization Receiving Services: _____

Address:

Telephone: _____ FAX: _____

Contract Information:

Contract Number: _____ Dollar Value (Annual): _____

Performance Period: _____ Performance Location: _____

Type of Contract (Check all that apply):

Fixed Price _____ Cost Reimbursement _____ Other (specify) _____

Negotiated _____ Sealed Bid _____ Competitive _____ Non-Competitive _____

Basis of Payment:

Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting:

Description of Services Provided:

**Statement of Work
For
Federal Communications Commission –
Emergency Mass Notification and Response System**

1.0 INTRODUCTION

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

1.1 Background

The FCC is charged with providing the United States with Operational and Outreach support for State and local public safety and healthcare entities. In addition, the FCC must meet Federal Directives in relation to Continuity of Operations (COOP), Devolution, Pandemic, and Reconstitution Planning, as well as day-to day emergency management. This requires a real time ability to maintain communications and notifications to these entities, as well as licenses, FCC Emergency Response Group members, employees and contractors that support these entities during times of disaster or crisis.

1.2 Acquisition Goal

This statement of work is for maintenance and support of an existing FCC Emergency Mass Notification and Response System, under the direction of the Office of Managing Director, Associate Managing Director, Administrative Operations.

1.3 Scope of Work

The purpose of this task order is to provide an Emergency Mass Notification and Response System, as well as maintenance and support for that system. An Emergency Mass Notification and Response System are critical to the FCC National Outreach Program which must be able to communicate rapidly with the public safety community, licenses and others from any location. In addition, the FCC requires a notification system for their internal Continuity of Operations (COOP), Devolution, Pandemic, and Reconstitution Plans, as well as the day-to day emergency management efforts.

The system must be a user friendly, "turn-key system" capable of providing geolocation based alerting of FCC licensee points as well as adhoc group alerting of FCC employees; the capability for users to load/import Microsoft Excel data and be able to update alerting groups at user location with minimal steps; and the system should provide a text to voice capability as well as real-time monitoring and be capable of generating reports of status of the alert. Specific requirements include:

- The vendor shall provide a system, maintenance and support that is:
 - Located in at least three geographically diverse facilities to ensure adequate backup should the primary facility go down for any reason.

- Able to simultaneously activate, FCC and personal E-mail, SMS (texting), voice calls, siren and computer pop-up screens.
- Web and phone based.
- The vendor shall provide maintenance and support for a system that is capable of:
 - Sending a minimum of 3000 E-mail messages to the FCC email system;
 - Sending a minimum of 3000 computer "Pop-Up" messages to connected FCC government furnished computers;
 - Sending a minimum of 3000 E-mail messages to personal email;
 - Sending a minimum of 1,500 text (SMS) messages to FCC government furnished mobile phones of various vendors
 - Sending a minimum of 3000 messages to personal cell phone numbers;
 - Sending a minimum of 3000 pre-recorded or custom voice messages to FCC telephone numbers;
 - Sending a minimum of 3000 messages to personal telephone numbers;
 - Displaying pre-recorded video or still images on the FCC's closed circuit television network
 - Sending messages to TTY-enabled phones
 - Alerting text messages and audio messages on Cisco VOIP phones.
 - URL re-direction with website interface.
 - Grouping computer systems for group notifications.
 - Notifying up to 3,000 staff via the media sources listed above, within 3-minutes of the FCC activating the system.
 - Continuously notifying staff until each person responds to at least one message on the media source receiving the notification.
- The notification system must provide realtime status, reporting and acknowledgement of receipt for each media source used and store those acknowledgements for future reference and/or reuse by the FCC.
- The notification system must be able to be activated by two-factor authentication from any internet location world-wide.
- The notification system must have a twenty four-seven (24x7) 365 days live technical support that can respond to requests for assistance within 10 minutes.
- Hosting facilities must be able to demonstrate 99.999% availability.
- The vendor must provide semi-annual computer based training and two onsite classroom training at FCC HQ in Washington on the use of the system for up to 25 FCC employees and offer training for significant software changes.
- Pop-up notification must be supported on Windows XP, Windows 7 and Windows 8.
- Communication with pop-up client software must originate from servers located on the FCC's network.
- System must support LDAP and/or AD groups as activation list
- System must be able to export and import system configuration in XML, CSV, or other standard formats.
- System must have the ability to load FCC public safety licensees into a systems database to allow for geographical identification (Geo Mapping), selection and alerting during emergency response situations.

2.0 PERIOD OF PERFORMANCE

The period of performance for this contract is from August 12, 2011 through August 12, 2012, with two (2) additional option years.

- 2.1 **Place of Performance:** The vendor must provide semi-annual computer based training and one (1) onsite classroom training at mutually agreed dates after contract award on the use of the system for up to 25 FCC employees at the FCC location below:

FCC Headquarters
445 12th Street, SW,
Washington, DC 20554

Equipment, software and hardware will be housed and maintained by the vendor at the facility servicing the FCC.

3.0 ORGANIZATIONAL CONFLICT OF INTEREST

- 3.1 The provisions of FAR 9.5, titled Organizational and Consultant Conflicts of Interest, govern performance under this contract. As stated at FAR 9.502©, an organizational conflict of interest may result when factors create an actual or potential conflict of interest under this contract, or when the nature of the work to be performed under this contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on the future activities of the contractor may be imposed by the Contracting Officer for the future acquisition.
- 3.2 FAR 9.505 states that the two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment; and (b) preventing unfair competitive advantage. It further states that organizational conflicts of interest may arise in situations covered by FAR 9.505, or the example in FAR 9.508, or in situations not covered by those provisions.
- 3.3 Under this task order, the contractor may be required to perform services that trigger the concerns and restrictions described in FAR 9.5. Two examples of such situations and related restrictions applicable to performance hereunder, are set forth below.
- 3.4 Under this task order, the contractor may be required to evaluate offers for products or services. The contractor agrees that it will neither evaluate, nor advise the Government with regard to, its own products or services. In addition, the contractor agrees it will objectively evaluate, and advise the Government concerning, the products or services of its actual or prospective competitors.

4.0 NON-DISCLOSURE

- 4.1 In the course of performance pursuant to this task order, the contractor will access nonpublic information, including acquisition sensitive information. The contractor agrees that it will not use or disclose any such information unless authorized by the Contracting Officer.
- 4.2 The contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the Contracting Officer. To that end, contractor agrees that its employees and others performing duties under this contract will sign the Certificate of Nondisclosure.
- 4.3 By agreeing to this task order and/or any amendments, the Contractor acknowledges, understands, and accepts the following:
- 4.3.1 The Contractor and any Subcontractor(s) shall presume that the FCC computer systems and storage media that the Contractor or Subcontractor access have sensitive information and applications. The Contractor will comply with the contractual security requirements.
- 4.3.2 Any FCC information, software, applications, computer systems and hardware accessed by the Contractor in the performance of the task order remain the sole property of FCC.
- 4.3.3 To the extent that any software or applications on the FCC systems are protected by copyright, the Contractor agrees that it will not copy or disclose them without first obtaining the FCC's prior written authorization, which will be provided only where authorized under applicable copyright law.
- 4.3.4 The Contractor, the Contractor's employees, and any Subcontractor and Subcontractor's employees will access, or be provided access to, the FCC information, software, applications, computer systems and hardware only to the extent necessary, and only for the purpose of, performing the task order. The Contractor will take reasonable steps to ensure that it will allow only those Contractor and Subcontractor employees who need to see the FCC materials to perform the requirements of the task order, to do so. This agreement also applies to any other FCC systems or data to which the Contractor may have access to or be disclosed to the Contractor.
- 4.3.5 The Contractor will not authorize anyone other than those individuals who require information to perform under the task order to access, disclose, modify, or destroy the information, software or applications on the FCC systems provided or accessed under this task order without the COTR prior written authorization. The Contractor will refer all requests or demands for production of or access to FCC data and systems, including court orders, to the COTR for response.
- 4.3.6 Except as authorized under this task order, the Contractor and its employees shall not make any copies of any FCC information, including software or applications that are not copyrighted. Any copies made by the Contractor or

Subcontractor shall be identified as FCC property and handled as sensitive information under this non-disclosure agreement.

- 4.3.7 Except to the extent necessary to perform the task order, any information that the Contractor and its employees learn from and about FCC data and FCC computer systems shall not be recorded and such information, whether recorded or not, shall be handled as sensitive information under this agreement. The Contractor may not use or disclose this data except as the Contractor is permitted to use or disclose FCC sensitive information under the task order and this nondisclosure agreement.
- 4.3.8 Upon completion or termination of the task order for any reason, the Contractor will immediately deliver all non-public FCC records, data, copies of FCC records and data, software and equipment, and information about FCC data and systems recorded or documented by the Contractor, in its possession or the possession of any Subcontractors to the COTR.
- 4.3.9 The Contractor will be responsible for the actions of all individuals provided to work for FCC -OMD under this task order.
- 4.4 Removal from Duty Clause – The Contracting Officer (CO), with input from the COTR and designated FCC Personnel Security Officer, may request that the Contractor immediately remove any contractor personnel from working on the contract should it be determined that individual(s) are unfit to perform on the contract. The FCC will provide the Contractor, in writing, the specific reasons for removal of an individual. The Contractor must comply with these requests.
- 4.5 Examples of incidents involving misconduct or delinquency are set forth but not limited to the items below:
- (a) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 Code of Federal Regulations 101-20.3.
 - (b) Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to cooperate in upholding the integrity of FCC's security program.
 - (c) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 - (d) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.
 - (e) Theft, vandalism, immoral conduct, or any other criminal actions.
 - (f) Selling, consuming, possession of, or being under the influence of intoxicants, drugs, or substances, which produce similar effects.
 - (g) Improper use of official authority or credentials.
 - (h) Unauthorized use of communications equipment or Government property.
 - (i) Misuse of equipment used in the performance of this contract.
 - (j) Unauthorized access to areas not required for the performance of the contract.
 - (k) Unauthorized access to employees' personal property.
 - (l) Violation of security procedures or regulations.

- (m) Prior determination by FCC or other Federal agency that a contractor's employee was unsuitable.
- (n) Violation of the Privacy Act of 1974, the Computer Fraud and Abuse Act of 1986, and the Taxpayer Browsing Act of 1997.
- (o) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or IRS Tax Return information.
- (p) Unauthorized access to FCC's automated information systems.
- (q) Unauthorized access of information for personal gain, (including, but not limited to monetary gain) or with malicious intent.

5.0 GOVERNMENT ROLES AND RESPONSIBILITIES

Below are specific roles of government personnel that can direct Contractor resources

5.1 Contracting Officer

The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United State in its contractual relationships. Accordingly, the Contracting Officer is the only individual who has the authority to enter into, administer, modify, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract or representation made by any FCC employee, this authority remains solely with the Contracting Officer.

5.2 Contracting Officer Technical Representative (COTR)

The Contracting Officer may designate other Government personnel (known as the Contracting Officer Technical Representative) to act as his or her authorized representative for contract administration functions, including technical direction, that do not involve changes to the scope, performance, price, schedule, or terms and conditions of the contract. The COTR will be named in the order when awarded. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

5.3 Alternate Contracting Officer Technical Representative (A-COTR)

The Contracting Officer may designate other Government personnel to act as Alternate Contracting Officer Technical Representatives (A-COTR) to assist the COTR and act as the Contracting Officer's authorized representative for contract administration functions, including technical direction, that do not involve changes to the scope, performance, price, schedule, or terms and conditions of the contract. The A-COTR may be named to assist with the administrative functions of the contract. The A-COTR will be named in the order when awarded. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

6.0 SECTION 508 COMPLIANCE

Compliance with section 508 of the Rehabilitation Act of 1973 (as amended) is mandatory for all

work delivered under the contract. Standards can be viewed at: <http://www.section508.gov>.

7.0 SUITABILITY AND SECURITY PROCESSING

7.1 General

7.1.1 All task order personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some task order personnel may also be required to have security clearance determinations. No task order personnel may be assigned to work on the task order 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).

7.1.2 Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC SOC (202-418-7884). Individual Contract personnel will be provided with a review process before a final adverse determination is made. The FCC requires that any task order personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, be removed by the Vendor during the same business day that the determination is made.

7.1.3 If the task order personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the task order 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.

7.1.4 Task order 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 task order personnel section of the FCC Form A-600, "FCC SOC Contract Personnel 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".

7.2 At Time of Task Order Award

7.2.1 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 task order award. Resumes for all personnel proposed for assignment on the task order 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 task order personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no Contract personnel 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 task order personnel may be interviewed by SOC staff regarding information on their OF 306.

7.2.2 In addition, the Vendor 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. 4, FCC Instruction 1479.2, FCC Computer Security Program Directive

and sample forms.) These forms shall be submitted to the FCC Computer Security Office.

7.2.3 The COTR shall begin processing their Section B of the FCC task order FCC SOC 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 task order 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 execution.

7.2.4 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 task order personnel who have received a favorable adjudication so they may receive their permanent access credential.

7.3 Identity Proofing, Registration and Checkout Requirements

Contractor shall comply with the Identity Proofing, Registration, and Checkout Requirements.

8.0 Additional Terms, Conditions, Obligations Under this Order

8.1 Invoices

Invoices may be submitted via email to: FO-Einvoices@fcc.gov. In addition, copies of the emailed invoices shall also be sent to the CO and COTR. Or, they may be submitted in an original and two copies to: FCC Travel Operations_Group, Room #1A761, 12th Street, S.W., Washington, DC 20554. Requirements for proper invoices are set forth in FAR 52.212-4(g). The Commission will return all improper invoices without action.

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FAR 52.212-1 Instructions to Offerors-Commercial Items (JUNE 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

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(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-
GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

FAR 52.212-2 Evaluation-Commercial Items (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE ATTACHED INSTRUCTIONS TO OFFERORS DATED JUL 21, 2011

The technical capability factor is significantly more important than the past performance factor and past performance is more important than price. Further, the past performance sub-factors are equal in importance. Technical and past performances, when combined, are significantly more important than cost/price. Although price is the least important evaluation factor, if offeror's quotations are determined to be relatively equal with respect to non-price evaluation factors, price may be the determining factor in the award decision. Offerors are encouraged, therefore, to submit competitive pricing.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(End of provision)

**FAR 52.212-3 Offeror Representations and Certifications-Commercial Items
(AUG 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision-

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in 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 paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, or is not a small business concern.

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(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, or is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, or is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, or is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, or is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, or is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

50 or fewer \$1 million or less

51-100 \$1,000,001-\$2 million

101-250 \$2,000,001-\$3.5 million

251-500 \$3,500,001-\$5 million

501-750 \$5,000,001-\$10 million

751-1,000 \$10,000,001-\$17 million

Over 1,000 Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It is, or is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control

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has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

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manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

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Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does or does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does or does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

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- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered;

and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes,

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unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

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- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
 - (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
 - (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
 - (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the

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responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
(End of clause)

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved]

X (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

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- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program- Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- ___ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (30) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (31)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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 X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 (39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

 (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 351, et seq.).

 (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

 (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

 (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)