

## **Data Analysis and National Quality Assessment**

### **1 Scope of Work**

#### ***1.1 Scope Overview***

The Contractor shall assess the National Broadband Map data for quality consistency and establish a comparative analysis for specific attributes outlined herein based on the assessment. The assessment includes review of State Broadband Data Development (SBDD) program Awardee submissions, the comparison of SBDD Awardee data to other datasets, and the establishment of a confidence score at the record level for each [Awardee/Grantee]. Final products for this assessment include the documented analysis of states assessments, returned populated database with results of the statistical tests, recommendations to improve data collection, and complete methodological documentation. This assessment and confidence will be used in the display of the National Broadband Map's on-line format.

#### ***1.2 Background***

Section 6001(1) of the American Recovery and Reinvestment Act of 2009 (Recovery Act) requires that the NTIA develop and maintain a comprehensive nationwide inventory map of existing broadband service capability and availability in the United States that depicts the geographic extent to which broadband service capability is deployed and available from a commercial provider or public provider throughout each State. The map must be accessible by the public on NTIA's web site by February 17, 2011 in a form that is interactive and searchable.

NTIA and the Federal Communications Commission (FCC) have entered into an inter-agency agreement in which the FCC is tasked with providing substantial assistance in the development of the National Broadband Map. Under the SBDD Grant Program, each state/territory is required to semi-annually report granular characteristics of broadband availability information, including middle-mile data to NTIA. Awardees are expected to have completed data collection and verification by the end of spring 2010. NTIA will provide this data to the FCC. Under the terms of the inter-agency agreement, the FCC will analyze each set of data and report back to NTIA with a status of the quality and completeness of each submission, including identified errors, and a summary of files submitted by each Awardee. NTIA will communicate with the states and territories regarding any data that is rejected for errors and/or insufficiency. The data, which the FCC will submit to at least several verification processes, in addition to those processes already completed by the Awardee, will be used to support the development of geographic display layers for the National Broadband Map.

#### ***1.3 Place of Performance***

The majority of services specified by this contract shall be performed at the Contractor's facilities. Contractor shall be available onsite at the FCC (445 12th St, SW, Washington, DC 20554) or at NTIA (1401 Constitution Ave., NW, Washington, DC 20230) as needed during

contract duration for meeting purposes. FCC and NTIA will provide facilities when Contractor is onsite at FCC or NTIA.

### ***1.4 Government Furnished Information and Data***

The FCC will provide the following to Contractor:

1. Data dictionary of data elements in National Broadband Map;
2. Data received from SBDD awardees
3. FCC owned data for comparative analysis
4. SBDD metadata processes

### ***1.5 Pricing Table***

CLIN	Description	Type	Period of Performance	Unit	Fixed Price
0001	Data Analysis	FFP	August 2 <sup>nd</sup> , 2010 – July 31 <sup>st</sup> , 2011	Year	
0002	Data Analysis (Option CLIN)	FFP	August 1 <sup>st</sup> , 2011 – July 31 <sup>st</sup> , 2012	Year	
0003	Data Analysis (Option CLIN)	FFP	August 1 <sup>st</sup> , 2012 – July 31 <sup>st</sup> , 2013	Year	
0004	Data Analysis (Option CLIN)	FFP	August 1 <sup>st</sup> , 2013 – July 31 <sup>st</sup> , 2014	Year	
0005	Data Analysis (Option CLIN)	FFP	August 1 <sup>st</sup> , 2014 – July 31 <sup>st</sup> , 2015	Year	

## **2 General Requirements**

The Contractor shall provide sufficient personnel, both in number and qualification to perform work described in this SOW. The Contractor shall perform the tasks identified herein.

### ***2.1 General Program Management Requirements***

The Contractor shall establish and maintain a formal team to efficiently and effectively execute the requirements of this contract. The Contractor’s Program Manager shall be responsible for accomplishment of all tasks required by this SOW and shall be authorized to commit the company. The Program Manager shall organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. The Program Manager shall have the resources and authority to ensure efficient and timely program execution and shall be the Contractor's focal point for all required program tasks. The Contractor's Program Manager shall be prepared at all times to present and discuss the status of contract activities, requirements, and issues.

The Contractor's Program Manager shall be the primary point of contact for all work performed under the resultant contract. The Program Manager shall keep the Contracting Officer's Technical Representative (COTR) informed of any performance issues, cost or financial concerns and potential problems that, if unresolved, will adversely affect the Contractor's **performance**, schedule or *costs*, and take all appropriate measures to mitigate adverse impact to the contract.

The Contractor shall ensure that assignments are completed in a manner that is thorough and within schedule and document all accomplishments that are directly relevant to the contract. The FCC requirements for this contract demand that the Contractor's technical, design, graphic, production, and administrative support, and the level of expertise, experience, and demonstrated performance of the Contractor personnel providing the services, must be commensurate with the scope and complexity of the contract to ensure quality support.

## ***2.2 Key Personnel***

The Contractor shall provide key personnel in accordance with the specific requirements identified in section 5.3.3.

## ***2.3 Subcontractor Management***

The Contractor is responsible for work performed by its personnel and any subcontractors or vendors it uses to support the work effort required herein.

## ***2.4 Security Requirements***

### **2.4.1 Safeguarding Government Furnished Information and Data**

The Contractor shall possess the capability to store and safeguard from unauthorized disclosure the Government Furnished Information and Data (see section 1.4) required for this effort. The Contractor shall maintain effective security (e.g. encrypted files, limited personnel access to data files) to prevent the unauthorized release of data provided under this contract. The Contractor shall not release any information, text, images, or video associated with this contract unless written Government approval is obtained from the Contracting Officer. The Contractor shall notify both the CO and COTR of such incidents, which include actual or suspected unauthorized attempts to penetrate the Contractor's or information systems through the remote workstation or remote functions.

### **2.4.2 Suitability and Security Processing**

#### **2.4.2.1 General**

(a) All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal*

Employment (<http://www.opm.gov/forms/pdf fill/of0306.pdf>) or a written waiver from the FCC Security Operations Center (SOC).

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

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

#### **2.4.2.2 At Time of Contract Award**

The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed Contractor employees at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of intake processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

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

(b) In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract. These forms should be submitted to the FCC Computer Security Office.

(c) The COTR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

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

### 2.4.2.3

#### 2.4.2.4 Identity Proofing, Registration, and Checkout Requirements

##### 2.4.2.4.1 *Locator and Information Services Tracking (LIST) Registration*

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

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

##### 2.4.2.4.2 *Intake Processing*

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

(b) All new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the Contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

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

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

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

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

(e) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a prorated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

#### ***2.4.2.4.3 Checkout Processing:***

(a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract Personnel Record.

(b) This process verifies the access badge has been returned to the SOC by the contract personnel.

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

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

(e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs

## ***2.5 Program Meetings***

While Contractor will work primarily at its own facilities (see Section 1.3), Contractor shall be available to attend meetings onsite at the FCC or NTIA as needed during contract performance. Contractor should anticipate onsite or teleconference meetings at least once per week.

Weekly Project Status Reports - The Contractor shall prepare and deliver to the Government a project status report reflecting the current status of ongoing efforts and any other relevant information regarding problem areas and their resolutions, significant activities, work progress, contract expenditures and staffing information. The reports shall include the metrics required to support performance scoring. All reports shall be prepared in MS Word format and submitted via e-mail to the Contracting Officer and COTR not later than the 2nd business day of each week with the content specified by the Government during performance of the contract.

Post-award Meeting - A post-award meeting will be held within 10 calendar days after award.

Weekly Meetings - A weekly meeting will be held with the COTR, Technical Point of Contact (TPOC) and other stakeholders as needed to discuss progress, issues, and risks on the Project.

Meeting Minutes - The Contractor shall take minutes of all meetings. The format must be acceptable to the Contracting Officer. Minutes must include the meeting date and time; agenda; meeting location; list of participants with their affiliations, addresses and telephone numbers; be fully descriptive of issues, problems and decisions made; and action items with names of responsible parties and deadlines. In addition, the minutes must include, as attachments, all exhibits and references distributed as handout materials, unless the materials are part of a formal submission. The Contractor shall provide, via electronic transmission, complete copies of all minutes to Contracting Officer and all attendees within 48 hours of the meeting. All challenges to the minutes will be reflected in a revised version prepared by the Contractor. Copies of updated minutes shall be distributed to the Contracting Officer, COTR and all attendees within 24 hours after change notice.

## 2.6 Deliverables

Development or preparation schedules and Government review periods shall be as defined but will be subject to reevaluation depending on the relative volume of state/territory filings received. Written deliverables, charts, graphs, schedules, spreadsheets, analytic products, and databases will be developed using the Microsoft Office family of applications, or other standard commercial tools and applications if approved for use by the COTR. No proprietary tools, software, or applications shall be used unless approved by the COTR. All deliverables shall be delivered in electronic copy formats to [the COTR, TPOC, or both?].

[The FCC review process should be described here. What happens after the 5 or 10 business day review period? Is the contractor required to resubmit a revised document if the deliverable is not approved as submitted?]

Contractor Format: When a deliverable is listed as “contractor format”, the contractor shall develop a format and submit it to the COTR for approval. Once the format has been approved, the contractor shall submit the deliverable in this format.

<b>Deliverable Item</b>	<b>Deliverable Due Date</b>	<b>Deliverable Format</b>	<b>Government Review Period</b>
Weekly Status Report on Projects and Activities	2 <sup>nd</sup> business day of every week (Tuesday)	Contractor Format	N/A
Meeting Minutes	Within 2 business days of meeting	Contractor Format	N/A
All project information requested by the COTR	TBD monthly	As per COTR request	5 business days after receipt

<b>Deliverable Item</b>	<b>Deliverable Due Date</b>	<b>Deliverable Format</b>	<b>Government Review Period</b>
Task 3.1.1 – Awardee Data Verification and Method Review Report	5 Weeks from date of award	Contractor Format	10 Business days after receipt
Task 3.1.2 – Analysis and Recommendation Documentation	6 Weeks from date of award	Contractor Format	10 Business days after receipt
Task 3.2.1 – Wireline Data Comparison Report	5 weeks from date of contract award	Contractor Format	10 business days after receipt
Task 3.2.2 – Wireless Data Comparison Report	5 weeks from date of contract award	Contractor Format	10 business days after receipt
Task 3.2.3 – Technology Data Comparison Report	5 weeks from date of contract award	Contractor Format	10 business days after receipt
Task 3.2.4 – Speed Data Comparison Report	5 weeks from date of contract award	Contractor Format	10 business days after receipt
Task 3.2.5 – Relational Database of Scoring at the Individual Record Level	10 weeks from date of contract award	Contractor Format	10 business days after receipt
Task 3.2.6 – Comparative Analysis Summary Report	12 weeks from date of contract award	Contractor Format	10 business days after receipt
Task 3.3 – Final Report	12 weeks from date of award	Contractor Format	10 business days after receipt

## ***2.7 Accurate Records***

Pursuant to the MOU signed by the National NTIA and the FCC on October 8, 2009, the NTIA shall have access to the Contractor's records associated with performance of this contract. The Contractor shall maintain accurate time keeping records, bills and invoices and shall make such records available to NTIA representatives for inspection upon request.

### **3 Specific Requirements and Tasks**

The Contractor's methodologies, processes and tasks undertaken to perform this statement of work shall conform to the overarching data flow process identified below:

- Awardee data process meta analysis;
- Produce leading practices recommendations;
- Compare data (wireline/wireless/technology/speed);
- Produce confidence scores; and
- Produce final report.

#### ***3.1 Meta Analysis – Review Awardee Data Process Submissions***

##### **3.1.1 Awardee Data Verification and Method Review – Common approaches**

It is important for the SBDD Program Office to be able to understand the processes each Awardee implemented and which processes they didn't. Therefore, as a part of this task, the Contractor shall confirm that Awardees did or did not implement common steps to data verification through analysis of each Awardee's dataset.

The Contractor shall review each Government furnished SBDD dataset submission, in particular the technical white papers and metadata prepared by Awardees. The SBDD dataset submission includes a MS Excel file describing the data package, text and or spatial data for broadband availability, speed, technology, infrastructure, and/or community anchor information, and technical papers describing the process the Awardee employed to deliver the data. Not all packages contain the same files. The Contractor shall review, assess and report on the data assembly and verification processes used by each Awardee. The Contractor shall use the Government furnished information and data for this assessment effort. The Contractor may contact the technical representative of each Awardee to obtain further clarifying information about the Awardee's process. The Contract shall review, assess and generate a report that at a minimum shall address whether:

- The Awardee provided documentation of its dataset verification strategies and identified areas with relatively less data confidence
- The Awardee implemented a provider/technology/speed specific feedback loop to data sources
- The Awardee implemented a quality assessment process comparing submitted data to Awardee-owned or state-owned data or third party data
- The Awardee developed a standard repeatable process for data validation
- The Awardee used primary data collection (e.g. surveys) as a validation process
- The Awardee developed and implemented business logic rules for data assessment.
- The Awardee produced a statistical model for confidence interval data assessment.
- The Awardee identified areas of less confidence as those that may need additional quality assessment work.

The Contractor's report may include other attributes as the methods, approach and data assemblage functions by Awardee may vary. The Contractor shall submit this report no later than five (5) weeks after contract award.

The Contractor's report shall also provide an analysis of the 3<sup>rd</sup> party (Public and Commercial) data sets utilized by each state. The analysis shall include (at a minimum):

- quantitative description of each 3<sup>rd</sup> party data set used by each Awardee;
- qualitative description of each 3<sup>rd</sup> party data set used by each Awardee;
- detail the importance of the 3<sup>rd</sup> party data set to the Awardee's assessment of data quality,
- comparison of data used across all Awardees' provided data sets, subdivided by type and geography of data utilized.

### **3.1.2 Analysis and Recommendation Documentation**

The Contractor shall develop a single report illustrating the results of task 3.1.1, including all of the quantitative and qualitative results of the meta analysis, and submit the report no later than six (6) weeks after contract award. This report will be an assessment of ALL Awardee assessments from task 3.1.1 As a result of this meta analysis, the Contractor shall develop recommendations for the SBDD Program Office to mitigate errors associated with data integration and validation. These include but are not limited to, technical integration, stakeholder engagement, and data comparison. Contractor shall address relationships with broadband providers and Awardees, opportunities to reduce the error rate, the real-time incorporation of crowd-sourced data. The Contractor shall deliver documentation on the data process submissions, the common elements delivered by each Awardee, the missing elements (e.g. those not implemented) delivered by each Awardee, recommendations for the standard report developed, and the process the contractor went through in data process review.

As part of this report, the Contractor shall develop and implement a simple<sup>1</sup> scoring system to reflect the confidence of technical approaches and verification processes implemented by Awardees given the assessment review performed here. The scoring system should take into account all qualitative and quantitative results presented in the assessment. The scoring system must be reflective of the degree to which that data was evaluated for its accuracy by the Awardee. This simple scoring system must be quantitative, repeatable and clearly tied to the assessment qualitative/quantitative review. The Contractor shall submit this scoring system for review by the FCC and NTIA. This scoring system must be submitted 4 weeks after award. An example might be a large table with rows for each Awardee. Columns might be the processes each Awardee implemented and the Contractor's proposed scoring method.

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<sup>1</sup> The Government needs an understanding of the complexity of validation processes each Awardee implemented. This simple scoring system needs to be able to take the factors developed in task 3.1.1 (and perhaps others), weight these factors and develop a score. This system needs to be repeatable, and flexible, so the Government can effectively understand which combination of validation processes works best.

### 3.2 Compare Data

The Contractor shall perform the below described tests for Type I and Type II errors. At the minimum, the Contractor shall evaluate and produce at the record level (e.g. lowest common spatial level) an assessment for each test with a scoring mechanism for the SBDD data compared with alternative data sources. This record level evaluation can be the result of statistical sampling. The Government expects the comparative analysis to be a geospatial process, where datasets are compared to exist at a location. See Appendix for description of expected data in the SBDD dataset for Wireline, Wireless, Technology and Speed tiers.

	SBDD Data Element Exists	SBDD Data Element Does Not Exist
Compare Data Element Exists	Match	Doesn't Match
Compare Data Element Does Not Exist	Doesn't Match	Match

#### 3.2.1 Compare Wireline Data

For all broadband providers in the SBDD dataset, the Contractor shall compare SBDD wireline availability data provided by the Government to the following data sources for the simple test of positive availability by provider:

- FCC Form 477 at the tract level (e.g. provider A exists in SBDD and does/does not exist in Form 477).
- FCC Consumer Broadband Test and Deadzone Report (e.g. availability exists in SBDD and does/does not exist in Consumer Broadband Test).
- Data owned or purchased by the Government that includes broadband infrastructure data (See Appendix for an example list of datasets).
- Third-party data identified in Appendix C or provided by the contractor (subject to Government Approval) that compares, at the most common geography available, speed, name of provider, type of technology, broadband provider service areas or other possible, relevant indicators of broadband availability.

The Contractor shall produce, at the record level (e.g. lowest common denominator of provider/geographic unit) a simple score illustrating the tests performed above.

#### 3.2.2 Compare Wireless Data

For all broadband providers in the SBDD dataset, the Contractor shall compare SBDD wireless availability data provided by the Government to the following data sources for the simple test of positive availability by provider:

- Government owned or purchased dataset of wireless broadband availability (e.g. provider A exists in SBDD and does/does not exist in dataset). See Appendix for an example list of datasets.

- FCC Consumer Broadband Test (e.g. availability exists in SBDD and does/does not exist in Consumer Broadband Test).
- Data owned or purchased by the Government that includes broadband infrastructure data.
- Third-party data purchased by the Government or provided by the contractor that compares, at the most common geography available, speed, name of provider, type of technology, broadband provider service areas or other possible, relevant indicators of broadband availability.

The Contractor shall produce, at the record level (e.g. lowest common denominator of provider/geographic unit) a simple score illustrating the tests performed above.

### **3.2.3 Compare Technology Data**

For all Technologies, the Contractor shall compare SBDD Technology data provided by the Government to the following data sources for the simple test of positive availability by provider:

- Government owned or purchased dataset of broadband technology (e.g. technology type A exists in SBDD and does/does not exist in dataset).
- Data owned or purchased by the Government that includes broadband infrastructure data. (See Appendix for an example list of datasets).
- Third-party data purchased by the Government or provided by the contractor that compares, at the most common geography available, speed, name of provider, type of technology, broadband provider service areas or other possible, relevant indicators of broadband availability.

The Contractor shall produce, at the record level (e.g. lowest common denominator of technology/geographic unit) a simple score illustrating the tests performed above.

### **3.2.4 Compare Speed Data**

For all speed tiers (speed tiers are addressed in the Appendix), the Contractor shall compare SBDD Maximum Available and Typical Speed data provided by the Government to the following data sources for the simple test of positive availability by provider:

- FCC Form 477 at the tract level (e.g. Speed Tier A exists in SBDD and does/does not match the speed tier in Form 477).
- FCC Consumer Broadband Test – Contractor shall be responsible for collating broadband speed test information in a given geography by a given provider at different times during the day and assessing peaks/valleys of speed availability. If sufficient data exists, Contractor shall provide description of difference between speeds at peak and off/peak hours, given variables such as differences in broadband speed subscription packages.
- Third-party data purchased by the Government or provided by the contractor that compares, at the most common geography available, speed, name of provider, type of technology, broadband provider service areas or other possible, relevant indicators of broadband availability.
- Provide comparison between maximum available and typical speeds.

The Contractor shall produce, at the record level (e.g. lowest common denominator of speed/geographic unit) a simple score illustrating the tests performed above.

### **3.2.5 Produce Results**

The Contractor shall produce a relational database to the SBDD data whereby scoring is assembled at the record level (e.g. lowest common spatial data element by test). The relational database shall be, at a minimum composed of:

- The geographic unit of analysis. In the database assembled, this unit shall be identified by a primary key, so the geographic unit can be linked at the record level.
- The type of test (e.g. wireline availability, wireless availability, technology and speed)
- The test result for each test (e.g. Match/No Match – I or II error)

The relational database shall be submitted to the FCC no later than ten (10) weeks after contract award.

The Contractor shall prepare a summary of the Confidence scores by State, provider, Technology and Speed Tier (e.g. number / percent records matching comparison datasets).

### **3.2.6 Comparative Analysis Summary**

The Contractor shall summarize the results of the comparative analysis by Awardees and submit a Comparative Analysis Summary Report to the FCC no later than twelve (12) weeks after contract award. This Summary Report shall include, but not be limited to, the number and type of errors (e.g. Type I) by comparative dataset (e.g. Form477) by comparison (e.g. wireline availability) per Awardee.

## **3.3 Produce final report**

The Contractor shall produce a Final Report of the work submitted. This report shall at a minimum include:

- An executive summary outlining the process and results
- Summary results from Task 3.1 (an appendix shall include technical and full results)
- Recommendations from Task 3.1
- An in-depth technical description of the processes used to perform Task 3.2
- Summary results from Task 3.2
- Any technical appendices and results which add to the total confidence and repeatability of the process.

The Contractor shall submit this Final Report to the FCC no later than twelve (12) weeks after contract award.

## **4 Contract Administration Data**

Contracting Officer                      Mr. Jamie Thompson  
Federal Communications Commission  
Contracts & Purchasing Center, Room 1-A51 1  
445 12th Street, SW  
Washington, DC 20554  
Telephone:     202 418-1952  
e-mail:                 jamie.thompson@fcc.gov

Contracting Officer's Technical Representative: Ms. Cindi Schieber

### ***4.1 Contracting Officer's Authority***

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, 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, the said authority remains solely with the Contracting Officer.

### ***4.2 Contracting Officer's Technical Representative***

The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative or COTR) to act as his or her authorized representative for contract administration functions that do not involve changes to the scope, performance, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. The Contractor may be required to sign the COTR Letter of Appointment to acknowledge the authorities and limitations of the COTR assigned to this contract. 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.

### ***4.3 Travel***

Travel costs are not separately priced and are included in the firm fixed price for each line item identified in Section 1.5.

## 5 Contract Clauses

In addition to the terms and conditions of the Contractor's General Services Administration (GSA) Multiple Award Schedule contract that this order is awarded under, the following additional clauses govern this task order.

### 5.1 *Federal Acquisition Regulation (FAR) Clauses Incorporated by Reference:*

X (3) 52.227-17 Rights in Data - Special Works (DEC 2007)

### 5.2 *Clauses in Full Text:*

#### 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

a) The Government may extend the term of this contract by written notice to the Contractor within the Line Items 0001, 0002, 0003, and 0004 Periods of Performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months

(End of clause)

### **5.3 FCC Contract Clauses**

#### **5.3.1 Confidentiality**

- a) The Contractor and any personnel assigned to work on this Contract, including any Contractor employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Contractor (collectively “Contract personnel”) are restricted as to their use or disclosure of non-public information obtained during the term of this Contract. Non-public information includes any information that is not routinely available for public inspection. Section 0.457 of the FCC’s rules (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. Non-public information also includes data submitted by grantees that is deemed confidential under the SBDD Grant Program. It is the responsibility of the Contractor and Contract personnel to preserve all non-public information in confidence.
- b) The Contractor and Contract personnel may not discuss or disclose non-public information, either within or outside of the Contractor’s organization, except (a) FCC employees authorized by the Contracting Officer to receive such information; (b) for approved Contract personnel who have executed a Non-Disclosure Agreement as necessary for performance of work under the Contract; or (c) as directed in writing by the Contracting Officer. The Contractor is responsible for ensuring that all Contract personnel execute the attached Non-Disclosure Agreement and providing executed Non-Disclosure Agreements to the Contracting Officer before Contract personnel commence any work under this Contract. These requirements apply to any Contract personnel assigned to perform work under this Contract following award.
- c) The Contractor shall comply with the requirements for protection of non-public information in FCC Directive 1139, which shall be provided to the Contractor following contract award.
- d) All reports, information, discussions, procedures, and any other data that is collected, generated or results from the performance of this contract are considered non-public information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of the Contracting Officer. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.
- e) The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding

contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.

- f) All documents, photocopies, computer data and any other information of any kind collected or received by the Contractor in connection with the contract work shall be provided to the FCC upon request at the termination of the contract; i.e., the date on which final payment by the United States is made on the contract, or at such other time as may be requested by the Contracting Officer or as otherwise agreed by the Contracting Officer and the Contractor.
- g) The prohibition on disclosure of information described above is an ongoing obligation on the Contractor and Contract personnel and does not terminate with completion of the contract work or, with respect to Contract personnel, upon termination of their relationship with the Contractor or its subcontractor(s).
- h) The Contractor shall insert a clause that conforms substantially to the language of this clause, including this paragraph, in every subcontract unless otherwise authorized by the Contracting Officer. .

### **5.3.2 Conflict of Interest**

- a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information in writing to the Contracting Officer.
- b) If an actual or potential organizational conflict of interest is identified during contractor performance, the Contractor shall immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.
- c) The FCC may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- d) The Contractor shall insert a clause that conforms substantially to the language of this clause, including this paragraph, in every subcontract unless otherwise authorized by the Contracting Officer.

### 5.3.3 Key Personnel Requirements

- (a) The following Contractor personnel are essential for successful accomplishment of the work to be performed under the resultant contract and are defined as “Key Personnel”.

*[Prior to award, insert names and titles of key personnel here, and the percentage of time each of these personnel will be working on this contract.]*

The Contractor agrees to use said key personnel during the performance of the contract and that they shall not be removed from the contract work, replaced, or supplemented with additional personnel, unless authorized in accordance with this clause.

- (b) The Contractor shall not substitute key personnel assigned to perform work under this contract without prior approval of the Contracting Officer. Requests for approval of substitutions shall be in writing and shall provide for a detailed explanation of the circumstances necessitating the proposed substitution(s). Requests must contain a complete resume for the proposed substitute, and any other information as requested by the Contracting Officer. Proposed substitutions must have qualifications that are equal to or higher than the key personnel being augmented. The Contracting Officer or his authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable.
- (c) If the Contracting Officer determines that (1) suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonable forthcoming, or (2) the resultant substitution would be so substantial as to impair the successful completion of the contract in accordance with the proposal accepted by the Government at the time of contract award, the Contracting Officer may (1) terminate the contract for default or for the convenience of the Government, as appropriate, or (2) at his discretion, if he finds the Contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss or damage.
- (d) The requirements of this clause shall be fully applicable to any key personnel who are subcontractor employees. If any subcontractor employees are identified as key personnel, the Contractor shall insert a clause that conforms substantially to the language of this clause in the subcontract unless otherwise authorized by the Contracting Officer.

### **5.3.4 Invoices**

Invoices\* shall be submitted in an original and two copies to: FCC Travel Operations Group, Room #1A761, 12<sup>th</sup> 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.

NOTE: \*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.