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Modify RFQ

Cancel RFQ

Selected vendor(s) were notified

ervices	
Delivery Days From Date of Award to Date of Completion	
RFQ Close Date 06/12/2008 02:00:00 PM EDT	

Line Items					
Mfr. part No/NSN/Item	Manufacturer	Product/Service Name	Qty	Unit	Ship Address
SharePoint Database	Microsoft	IT and Proj Management	1	LO	1
SharePoint Database	Microsoft	IT and Proj Management	1	LO	1
SharePoint Database	Mircosoft	IT and Proj Management	1	LO	1

Description

The purpose of this solicitation is to invite the submission of offers from commercial IT project management firms for developing a SharePoint audit tracking database and audit project milestone tracking, and provide a project manager for managing audit program milestones and deliverables. Assist the FCC OIG with developing project data management tasks and data quality assurance requirements, advice and counsel supporting audit program objectives. Assist the FCC OIG with the project management of the audit projects. Review and analyzing the FCC OIGs project management plans and milestones, and reconstruct to achieve project success. Provide an IT project manager and a database manager to assist with audit project tasks. (SEE ATTACHED STATEMENT OF OBJECTIVES)

Attached Documents:

RFQ Quotation Sheet.doc

PAST PERFORMANCE CONTACT INFORMATION SHEET.doc

FCC STATEMENT OF OBJECTIVES.doc

FCC RFQ SUBMISSIONS REQUIREMENTS.doc

Shipping Address

(1) JoAnn Summers:

Federal Communications Commission 445 12TH STREET, SW Washington, DC 20554 Individual Receiving Shipment JOANN SUMMERS 2024180935 JOANN.SUMMERS@FCC.GOV

Quotation Cover Page

Company Name:
Name, Title, Email Address and Phone Number of Company Representative for GSA Orders:
Payment Terms:
GSA Schedule Number and expiration date:
Please check business size: () Large () Small () Minority () Womenowned
TIN: DUNS: NAICS: Standard Product Code (SPC):
Complete Mailing Address:
Other Pertinent Information:
Offer Acceptance Period (no less than 60 days from due date of proposal):
Name, Title, Email Address and Phone Number of Person Authorized to Sign Offer:
Signature:
Date:

PAST PERFORMANCE CONTACT INFORMATION SHEET

Offeror Information:	
Name of Offeror Providing Services:	
Address:	
Past Performance Reference Information	:
Name of Company/Organization Receiving Services:	
Point-of-Contact (i.e., Contracting Officer;	COTR; Business Manager; etc)
Address:	
	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 C	Competitive Non-Competitive
Basis of Payment:	
Labor/Equipment Hours Other (s	specify)
Type & Extent of Subcontracting:	
Description of Services Provided:	

FEDERAL COMMUNICATIONS COMMISSION

Performance-based Work Statement (PWS) For PROGRAM MANAGEMENT AND INFORMATION TECHNOLOGY SERVICES Statement of Objectives

C.1 BACKGROUND

The Government Accountability Office (GAO) recommended that the FCC establish meaningful USF performance goals and measures. Increase the number of USF program audits and responsive time to audit findings. Accurately assess the level of fraud, waste, and abuse occurring in the program.

Allegations have been made that some USF beneficiaries and service providers have fraudulently obtained, wasted, or abused program funding. Grand jury indictments and felony convictions have resulted from fraudulently obtained E-rate funding.

The FCC IG provides assistance to the Universal Service Administration Company (USAC) in applying a scientific sampling technique to the USF audit programs. The results were used by the FCC IG to require the USAC to perform 900 USF audits covering three of the programs, low income, high cost and schools and libraries. This audit initiative started in the 2007 and is scheduled for completion in 2008. USAC administers the USF under the direction of the FCC.

The FCC IG provides oversight of the USF program to promote the effective and efficient implementation of the USF program and to help ensure that entities receiving support are in compliance with program rules and regulations. Audits are designed to achieve one or more of the following objectives: (1) to provide a conclusion as to whether the beneficiaries are in compliance with the Commission's rules and regulations governing the USF program, set forth in 47 C.F.R. Part 54, relevant Commission orders, and USAC implementing procedures (collectively, "the Rules"), (2) detect waste, fraud, and abuse by beneficiaries of the Support Mechanisms, (3) deter waste, fraud, and abuse by beneficiaries of the Support Mechanisms (4) identify areas for improvement in the administration of the Support Mechanisms, (5) identify areas for improvement in beneficiaries' compliance with applicable law and (6) to identify improper payments made from the Universal Service Fund related to the selected beneficiaries for the designated audit period.

FCC OIG contractors perform audits in accordance with Government Auditing Standards ("GAS") as promulgated by the Comptroller General of the United States. The Audit contractor must take a systematic approach to examining systems and internal controls and effective procedures, including consideration of risk and materiality, to determine the extent of testing must be performed during each review, in accordance with the audit program established for each assignment.

The FCC OIG provides specialized training as needed to support the objectives of the audits. Each audit contractor must demonstrate the experience, knowledge and continuing professional education in performing GAS audits and its approach to providing a consistent, quality work product to accomplishing the audit mission.

The OIG anticipates conducting several hundred USF beneficiary and contributor audits and internal audits over the next five years. The time required to perform each audit vary significantly depending on the scope of audit program. All auditors, contractor and FCC, will populate a web based database designed for reporting audit project status, audit reports, Improper Payment Information Act data, and for communicating progress, issues or concerns between the auditee, audit firm and the FCC OIG.

C.2 OBJECTIVES

Provide a technical response demonstrating contractor's technical ability to develop a SharePoint audit tracking and document repository database in support of the FCC OIG audit programs.

- Web accessible
- Capability to store multiple audit data fields
- Track audit project milestones
- Store multiple audit documents
- Designed to be re-configured or modified to meet real time database management requirements.

Provide an IT <u>project manager</u>, <u>database manager</u>, <u>and IT database technician</u> in support of developing the database, and as necessary manage milestone objectives and deliverable for audit projects.

Performed work in the Office of the Inspector General.

Design and have operational a <u>secured SharePoint database</u> ready for data input no later than September 1, 2008.

Assist with the development of training material necessary for training auditors how to access and enter data into the SharePoint database.

The purpose of this solicitation is to invite the submission of offers from commercial IT project management firms for <u>developing a SharePoint audit tracking database and audit project milestone tracking, and provide a project manager for managing audit program milestones and deliverables.</u>

Submit a technical proposal specifically address technical capability to perform all of the following objectives:

Microsoft Office SharePoint

Microsoft Office SharePoint Server 2007 (**provided by the government**) is a new server program that is part of the 2007 Microsoft Office system. The successful bidder will use Office SharePoint Designer 2007 to facilitate collaboration, provide content management features, implement audit processes, and supply access to audit information that is essential to the achievement of audit and IPIA goals and processes. Listed below is the government's proposed hardware, software and licenses configuration.¹

Hardware		
Web Server	HP ProLiant DL380 G5 (2P) 2.66GHz Dual-Core 2GB RAM (2x1GB Chips) Dual 1GB NICs 2x36GB Ultra SCSI HDD (Raid 1, OS) 2x72GB Ultra SCSI HDD (Raid 1, Data) Windows Server 2003	
SQL Server	HP ProLiant DL380 G4 (2P) 2.66GHz Dual-Core 2GB RAM (2x1GB Chips) Dual 1GB NICs 2x36GB Ultra SCSI HDD (Raid 1, OS) 3x72GB Ultra SCSI HDD (Raid 5, Data) Windows Server 2003	
Array	HP StorageWorks SmartArray 60	
Software		
MS SQL 2005	MS SQL Server 2005 Standard Edition (Processor License)	
MS SQL 2005	MS SQL Server 2005 Standard Edition	
SharePoint Designer 2007	SharePoint Designer 2007	
MS Project Server 2007	MS Project Pro 2007	
MS Project Server 2007	Microsoft Project Server 2007	
Vmware	ESX Server 3i,	
Licenses		
Windows Server CAL	Windows 2003 Server CAL U/L	
Norton Antivirus CAL	Norton Antivirus Corporate CAL (estimate)	
SQL Server 2005	SQL Server 2005 CAL (included with software)	
MS Project Server 2007	MS Project Server 2007 CAL	

Design a SharePoint database that will support specific audit reporting content for publishing audit reports, audit project management, document management, and audit data fields to meet business needs.

¹ Furnished by the government.

Design the database with the ability to effectively search for documents, and data, in designed forms-driven audit business processes, and access and analyze large amounts of audit data.

A single integrated SharePoint database location where auditors can efficiently collaborate with other audit team members, find audit project working documents, search for audit data, audit information, manage audit content and audit workflow, and leverage audit functions for a better insight for making better-informed audit decisions. The following is a list of performance capabilities:

- <u>Collaboration</u> Allow audit teams to work together effectively, collaborate on and publish audit documents, maintain an audit task lists, implement audit workflows, and share audit information through the use of wikis and blogs.
- <u>Portals</u> Create a personal portal to share audit information with other auditor and users based on users based on the user's profile.
- <u>Audit Information and Process</u> Search Quickly and easily find audit data, and content in audit specific audit designed process.
- <u>Audit Report Content Management</u> Create and manage audit documents, records, and other audit data fields.
- <u>Audit Process and Audit Report Forms</u> Create audit workflows and electronic audit forms to automate and streamline the audit processes.
- <u>Audit Intelligence</u> Allow auditors to easily access critical audit information, analyze and view audit data, and publish audit reports to make more informed decisions.
- Real-time presence and communication Develop an enhanced real-time presence smart tag icon, displayed virtually everywhere a person's name appears in the system, tells users whether a person is online and available for a telephone or audio conference call, instant messaging, or two-way video conversation.
- <u>Auditor Networking Web Part Include Auditor Networking Web Parts that use</u> information about the FCC OIG, and audit firms, auditees, and electronic communications in Public My Site pages to help establish connections between auditors, and the FCC OIG.
- <u>Standard site templates</u> The SharePoint database will include the following standard collaboration site templates: Audit Team site, Audit Document workspace, Blank site, Blog, Wiki, Meeting workspaces.
 - O Wikis
 A wiki, is a new site template in Windows SharePoint Services 3.0 that makes it easy to create, edit, link, and restore an individual Web page.
 - Blogs
 Blogs provide a publishing-oriented experience for a single user or a team.
- <u>Auditors and Audit Group lists</u> <u>Auditor and Audit Groups offer a unified place to find, communicate with, and manage audit project staff and their permissions.</u>
- Calendars The calendars will be enhanced with calendar view, expanded support for recurring events, and all-day events.
- <u>E-mail integration</u> Document libraries, discussion boards, calendars, and announcements will be enabled to receive new postings via e-mail.

- <u>Task coordination</u> A New Audit Project Tasks list template will provide lightweight task management functionality including Gantt charts for visualization of task relationships and status.
- Auditor Surveys An auditor surveys will be included as an auditor satisfaction survey.
- <u>Document collaboration Document collaboration will include document libraries for:</u>
 Checking out audit documents; Offline document library support; Major and minor version numbering and tracking; Support for multiple content types; Audit Policy and Procedures, auditing, and audit workflow; audit report form and document revision and control support.
- <u>Audit Finding Repository</u> Develop an audit finding repository accessible to multiple FCC bureau and office managers.
- <u>Audit Issue Tracking Develop an Audit Issue Tracking list for updating issues and issue versioning and issue version-history storage features.</u>

Project Management and Data Management

Assist the FCC OIG with developing project data management tasks and data quality assurance requirements, advice and counsel supporting audit program objectives. Assist the FCC OIG with the project management of the audit projects. Review and analyzing the FCC OIGs project management plans and milestones, and reconstruct to achieve project success.

Provide an IT project manager and a database manager to assist with audit project tasks:

- Real-time project scheduling using Microsoft Project Management integrated into SharePoint.
- Project goals, audit milestones, and overall audit project milestone tracking.
- Project Management Plan execution with key activities, deliverables, dependencies, timelines, constraints, and assumptions.
- Project Resource Plan support identifying funding, personnel, and other resources needed.
- Project Risk Plan.
- Project Change Control Management and Communications Plan.
- Earned Value Management.
- Data analysis.
- Data collection.
- Data filtering.
- Data storage.
- Data sorting.
- Data mapping.
- Data management.
- Data gathering.
- Data classification.
- Document storage and retrieval processes.
- Document version control.
- Data security.

- Data types:
 - Audit reports
 - o Email
 - Audit forms
 - Audit questions and answer storage and control
 - Fraud hotline
 - o Project plans
 - o Audit procedures
 - Audit processes
 - o Audit quality control processes and procedures.
 - Audit findings
 - Audit finding resolutions
- Overall data configuration and management incorporating field auditors, FCC OIG Staff Auditors, project managers and audit firms onto a platform that provides real-time data control, security and recovery.

C.3 GUIDES AND REFERENCES

Contractor must have experience working with the following federal security guidelines. This list is representative of the requirements, but is not all-inclusive. The Contractor's proposal should address any statutory or regulatory requirements that are not listed below, which the Contractor deems applicable:

- (1) Federal Information Security Management Act of 2002 (FISMA).
- (2) Government Paperwork Elimination Act.
- (3) Computer Security Act of 1987.
- (4) Federal Information Managers Financial Integrity Act of 1982.
- (5) Privacy Act of 1974.
- (6) Paperwork Reduction Act of 1995.
- (7) OMB Circular A-123, Internal Control Systems.
- (8) OMB Circular A-127, Financial Management Systems.
- (9) OMB Circular A-130 (revised), Information Resources Management, Appendix III Security of Federal Information Resources.
- (10) NIST Publication 800-14, Generally Accepted Accounting Principles and Practices for Securing Information Technology Systems.
- (11) NIST Publication 800-18, Guide for Developing Security Plans for Information Technology Systems.
- (12) NIST Publication 800-34, Contingency Planning Guide for Information Technology Systems.
- (13) NIST Publication 800-37, Guide for Security Certification and Accreditation of Federal Information Systems.
- (14) GAO/AIMD 12.19.6, Federal Information Systems Controls Audit Manual.
- (15) FEMA Federal Preparedness Circular FPC-65.
- (16) Presidential Decision Directive PDD-67, Enduring Constitutional Government and Continuity of Government.
- (17) OMB Memorandum M-06-16, Protection of Sensitive Agency Information.

C.4 <u>DELIVERABLES</u>

Communicate frequently (at a minimum bi-monthly) with the Contract Officer's Technical Representative (COTR) and Technical Points of Contact (TPOC) to discuss project status. Meet with other FCC OIG personnel, the Assistant Inspector General – AIG-A and AIG-USP, and the Inspector General, as required to facilitate completion of the audit programs. Send the TPOC and COTR a monthly report summarizing project status, including expenditures to date, percentage of completion and project milestones completed to date, contract identification, initial contract value, and remaining value.

Attend weekly status meetings. Prepare a meeting agenda and detailed project progress report including:

- Costs incurred by contractor by billable milestone
- Estimated hours and cost by labor category remaining to complete the services
- Status of work performed to date
- Narrative on potential findings and factors impacting contract performance/completion.
- Recommendations on how to proceed
- Invoice reconciliation
- Other direct cost summary (travel expenses).

Participate in entrance conferences, exit conferences, and other meetings as required by the COTR.

In consultation with the COTR, and other FCC OIG staff the contractor develop an overall plan for project completion and a detailed work plan describing the specific steps to be taken to accomplish the objectives described in this Statement of Objectives. A work plan that includes a project schedule with start and end dates of activities and milestones with corresponding due dates for all deliverables, and identify those responsible for accomplishing each scheduled milestone.

Deliverables:

- Project Plan with milestone objectives
- SharePoint Audit Tracking Database
- Data Management Plan
- Weekly Status Report and Briefing to the OIG on project status
- Set up and run conference calls
- Provide data management assistance as necessary
- Project, SharePoint data management training
- A SharePoint database for storing, reviewing, and indexing supporting documents, audit reports and working papers.
- A quality control process for processing audit reports
- An Earned Value Management process for reporting current cost to production results

Email hotline reporting capability

The COTR will review each deliverable and provide comments to the contractor within ten (10) workdays unless otherwise negotiated. Any revisions, corrections, changes or comments are incorporated into the revised document(s) and returned to the COTR within ten (10) workdays of receipt unless otherwise negotiated.

C.5 PERIOD OF PERFORMANCE

The period of performance shall begin on contract award date (CAD) for a period of base 12 month period and 2 one year option periods for a total of three years. Each option year may contain task order performance periods based on task performance, and availability of funds. However, the performance period may be expanded upon mutual consent of both parties.

C.6 OTHER DIRECT COSTS

Contractors must be committed to the policy of assuring the reasonableness of the level of expenses/Other Direct Costs ("ODCs") on behalf of the government. Contractor agrees to charge ODCs at cost or at no more than its best customer rates as provided below. Alternatively, Contractor may bill the government *per diem* rates as set forth by the United States Government Accounting Office. ODCs will be paid (using the guidelines of permitted costs in the FAR at 48 C.F.R. § 52.232-7 or other applicable provisions under § 52.232) and as approved in writing by the COTR. The FCC OIG may audit billed ODCs for up to six years and is entitled to recover ODCs not meeting requirements set forth in the contract or applicable task order. The contractor shall submit back-up documentation verifying charges for all ODCs must accompany any invoice to support payment. Such ODCs may include, but are not limited to:

- (a) TRAVEL EXPENSES travel expenses will be charged in accordance with the United States Government's Joint Travel Regulations. *Per diems* for any other travel location involving contract performance may be found at www.gsa.gov or will be provided by USAC upon request by Contractor. Contractor will bill only coach airfare without mark-up and with any applicable volume or other discount.
- (b) TELEPHONE there shall be no charge for local telephone calls. Long-distance is billed without mark-up.
- (c) DUPLICATING lower of best customer rate or \$.10 per page. Upon prior approval of the COTR Color copies and special copying (CDs, videotapes, velo binding oversized copies, etc.) are charged based upon actual cost.
- (d) FACSIMILE TRANSMISSIONS no charge for inbound facsimiles and inbound telecopy transmissions or any related local telephone charges. Outbound facsimile and telecopy charges are \$.75 per page, plus the related actual long distance charges.

- (e) MESSENGER SERVICES/OVERNIGHT COURIER Upon approval of the COTR will be billed at the rate charged to Contractor, without mark-up and with any applicable volume or other discounts. In-house messenger will be charged at standard rate, not to exceed \$10 without the prior written approval of the COTR.
- (f) OVERTIME EXPENSES Not authorized.
- (g) COMPUTERIZED RESEARCH SERVICES Upon approval of the COTR will be billed at the actual third-party costs to contractor without mark-up and with any applicable volume or other discounts.
- (h) DOCUMENT PROCUREMENT procurement of outside documents by library personnel will be billed at \$10 per document. Any document procurement charges in excess of \$100.00 (individually or in aggregate) require the prior written approval of the COTR.
- (i) SUPPLIES there will be no charge for standard office supplies. Special items (minute book, binding etc.) will be billed at actual cost. Any special item costs in excess of \$100.00 (individually or in aggregate) require the prior written approval of the COTR.
- (j) OTHER EXPENSES Any other expenses anticipated by Contractor to constitute an ODC under the contract is reported individually, described, and priced at its best customer rate and only procured upon approval of the COTR. Documentation as to the reasonableness of the proposed expense must be provided. Any ODCs other than those specifically listed in paragraphs (a)-(i) above, are not allowed unless and until approved in writing by the COTR. Upon approval, such expenses are paid as permitted with guidance provided by the FAR.

C.7 QUALITY ASSURANCE AND SURVEILLANCE PROGRAM

Definition. "Services," as used in this SOO, includes services performed, workmanship, and material furnished or utilized in the performance of services.

Contractor shall provide and maintain an inspection system acceptable to the COTR covering the services under this contract. Complete records of all quality assurance work performed by Contractor shall be maintained and made available to the TPOC and the COTR during contract performance and for as long afterwards as the contract requires.

The TPOC and COTR have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COTR may employ an independent third-party to test or otherwise evaluate all services called for by the contract. The COTR or TPOC may also inspect the office or offices of Contractor or any subcontractor engaged in contract performance.

If the COTR or TOPC performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

If any of the services do not conform to contract requirements, the COTR or TPOC may require Contractor to perform the services again in conformity with contract requirements, at no increase in not-to-exceed pricing provided in the task order. When the defects in services cannot be corrected by re-performance, the COTR or TPOC may:

- (1) Require Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

If Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the contract the FCC OIG may:

- (1) By contract or otherwise, perform the replacement or correction, charge to Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
- (2) Terminate this contract for default.
- (3) Failure to agree to the amount of increased cost to be charged to Contractor shall be a dispute.

The COTR may at any time require Contractor to remedy by correction or replacement, without cost to the government, any failure by Contractor to comply with the requirements of this contract, if the failure is due to:

- (1) Fraud, lack of good faith, or willful misconduct on the part of Contractor's managerial personnel; or
- (2) The conduct of one or more of Contractor's employees selected or retained by Contractor after any of Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

This clause applies in the same manner and to the same extent to services corrected or replacement materials or services as to materials and services originally delivered under this contract. Unless otherwise specified in the contract, the COTR shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

C.8 LOCATION OF WORK TO BE PERFORMED

It is expected that work will be performed at the FCC's Headquarters facility in Washington, D.C. The contractor is expected to perform some administrative work at a contractor-provided facility.

C.9 KEY CONTRACTOR PERSONNEL

The Contractor shall identify in writing key personnel for purpose of this task order. The Contractor may not substitute key personnel under this Task Order without the Contract Officer's approval. It is required that the substitutes' education and experience reflect that of the original key personnel designated for this Contract. Contractor key personnel must be subjected to the clearance procedures of the FCC Security Office.

All requests for approval of changes hereunder must be in writing and provide a detailed explanation of circumstances necessitating the proposed change to the Contracting Officer. Request for changes are made whenever the need is identified, and not at the time of quote submittal. Besides the resume, the request must also provide for each individual:

- Comparison of skills and qualifications to those set forth in the accepted resume proposed for substitution;
- A signed employee confidentiality agreement, and
- Any other information requested by an authorized USAC representative to reach a decision.
- The COTR will evaluate such requests and promptly notify Contractor of his/her approval or disapproval in writing.

If Contractor uses any personnel under Key Personnel categories in performing the effort who are not identified as key personnel, Contractor bears the total risk if any individual is subsequently disapproved by the COTR.

C.10 PAYMENT SCHEDULE

This is a Firm Fixed Price contract with other direct cost (ODC). ODC expenses may be estimated by multiplying the total cost of services by 10%. Invoices will be submitted monthly and paid timely in accordance with FCC billing processes. The contractor can bill for all ODCs incurred each month. The contractor will submit a travel log with a detailed explanation of all travel cost. The COTR and contractor develop a method for submitting ODCs.

The Government pays the Contractor for the services performed by the Contractor, as set forth in the contract, at the rates prescribed, upon the submission by the Contractor of proper invoices to the COTR. The Government shall also pay the Contractor:

- (a) A per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and
- (b) Any other transportation expenses if provided for in the Schedule

C.11 ACCESSIBILITY CONSIDERATIONS

The Federal Communications Commission (FCC) considers accessibility to information a priority for all employees and external customers, including individuals with disabilities. The FCC has established Requirements for Accessible Software Design. In order to support its obligations under Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities, specifically its obligations to acquire accessible electronic and information technology. Therefore, when selecting computer hardware and software applications for use within the FCC's computing environment, the Commission will require the Contractor to evaluate the hardware and software to determine its accessibility by users with disabilities. For detailed information regarding Section 508 requirements, the Contractor should go to www.Section508.gov.

C.12 CONTRACT OFFICER'S TECHNICAL REPRESENTATIVE (COTR) and TECHNICAL POINT OF CONTACT (TPOC)

The Contract Officers Technical Representative (COTR) for this Task Order is Harold Shrewsberry. The COTR is responsible for the overall technical performance of work, monitoring of the day-to-day progress of the work and providing a liaison to the other support persons in the FCC. In no event, however, shall any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this Task Order be effective or binding upon the FCC unless authorized by a modification document executed by the Contract Officer prior to completion of the Task Order.

The Contract Officer is informed as soon as possible of any actions or inactions by the Contractor or the FCC which may affect the required delivery, completion times, or price stated in this Task Order, so that the Task Order may be modified if necessary. The COTR is not authorized to direct any action that results in a change of scope, price, terms, or conditions of this Task Order.

The Contract Officer may designate a Technical Point of Contact (TPOC) upon contract award. The TPOC is considered the subject matter expert for a defined project.

C.13 SERVICE DELIVERY SUMMARY (SDS)

13.1 Method of Performance Monitoring

Within five (5) business days of contract award, the contractor schedules interviews with key Government personnel in order to develop appropriate performance metrics and surveys. Interviews are completed within fifteen (15) business days of contract award. The Contractor proposes and presents performance metrics and surveys twenty (20) business days from contract award. Performance scoring commence upon Government acceptance of the monitoring approach. The contractor schedules a regular quarter review of the performance data with the FCC's Contract Officer (CO), COTR(s) and TPOC(s). In the event that performance data falls

below the Acceptance Quality Level (AQL), the contractor provides a proposed plan for increasing performance to an acceptable level. At each quarterly review, the selected measures and monitoring approaches are analyzed to determine if they continue to meet the performance objectives of this contract. If the Government determines the performance objectives or monitoring approach need to be altered, the contractor proposes modifications within ten (10) business days of the Government's determination.

13.2 Performance Scoring

- 5 = Exceptional Overall Performance Exceptional Past Performance Review- 3% invoice increase
- 4 = Very Good Overall Performance Very Good Past Performance Review
- 3 = Satisfactory Overall Performance Satisfactory Past Performance Review
- 2 = Marginal Overall Performance Marginal Past Performance Review 2% invoice reduction
- 1 = Unsatisfactory Overall Performance Unsatisfactory Past Performance Review 6% invoice reduction

Performance Objectives	Acceptable Quality Level (AQL)	Method of Monitoring	Performance Scoring
Quality Assurance* policies and processes are used in understanding user requirements, developing products/services that meet the specified requirements and deploying solutions in a timely, cost effective manner. Emphasis should be on catching defects before they get into the final product.	Satisfactory	Monthly Reporting Metrics	See C.13.2
Effective Project Management practices are established including resource management, risk mitigation, accurate time accounting and balancing competing priorities. The goal is to ensure work requests and projects are accomplished with maximum efficiency and effectiveness.	Satisfactory	Monthly Reporting Metrics Bi-Weekly Time Accounting Report	See C.13.2
A high level of measurable Customer Satisfaction is achieved through implementation of periodic surveys, metrics on work progress, and activities that support rapid problem resolution and modernization of obsolete system components.	Satisfactory	Monthly Reporting Metrics and Customer Satisfaction Survey	See C13.2

^{*} A systematic process of checking to see whether a product or service being developed is meeting specified requirements.

C.14 REPORTS

Monthly Project Status Reports – The monthly status reports is a summary of the burn rate, work completion metrics, hours expended as well as projected and actual costs. The Contractor prepares and delivers 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 (current staff assigned to each system and summary of vacancies/recruiting activities). For each system, the report contains the projected and actual hours worked and the cost of those services, and key

deliverables/accomplishments for the month. In addition, the status reports provide the projected hours, costs and work plans for the following month by system. In addition, the reports include the metrics required to support performance monitoring and scoring. All reports are prepared in MS Word format and submitted via e-mail to the COTR not later than the 10th business day of each month.

Ad Hoc Meeting Minutes and Discussion Summaries – The Contractor prepares summaries of meeting and work sessions on an as needed basis.

C.15 SUITABILITY AND SECURITY PROCESSING

C15.1 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) If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.
- (d) 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."

C.15.2 At Time of Contract Award

(a) 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 in-take 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 <u>approved</u>, 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, SOC staff regarding information on their OF 306 may interview the contract personnel.

- (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 (See Appendix No. 3, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) 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.

C.15.3 IDENTITY PROOFING, REGISTRATION AND CHECKOUT REQUIREMENTS

C.15.3.1 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.

C.15.3.2 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 <u>original</u> 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.

C.15.4 Monthly Contractor Personnel Reports

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

- (a) The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the contract name and FCC number, and shall list all the contract employees working at the FCC in the immediately previous month.
- (b) The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.
- (c) The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the Contract Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.
- (d) No later than the 15th of each month, the SOC will notify the Contract Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contract Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.
- (e) The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

C.15.5 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 contract personnel have returned the access badge to the SOC.
- (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 within the thirty (30) calendar days of the contract employee's departure from the FCC.

C.15.6 Federal Holidays

The Contractor must establish for this Contract a standard holiday schedule that exactly coincides with the Government's schedule for employees working on Government sites. Holidays and other non-work days are not billable unless work is specifically requested by the Government and performed on these days. The following is a list of Government holidays:

- (1) New Year's Day;
- (2) Martin Luther King's Birthday;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Columbus Day;
- (8) Veterans' Day;
- (9) Thanksgiving Day;
- (10) Christmas Day.
- (11) Inauguration Day (every fourth year)

Contractor personnel on Government facilities will perform no work on observed federal holidays or other non-work days without prior written approval of the COTR. Should approved work be performed on holidays, weekends or other non-work days, it shall be billable at the regular rate.

There are certain types of irregularly occurring circumstances that may prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (i.e. bomb threats, inclement weather, power outages, death of a national figure, or budget stoppages). Contractor staff shall not work if the Federal Communications Commission is closed, unless otherwise authorized by the Contract Officer.

C.16 CONFIDENTIALITY AND CONFLICT OF INTEREST

C.16.1 Confidentiality

- 1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor's organization, except as to those individuals: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the Contract Officer. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants, representatives and, if any, other individuals it has identified as having a "need to know," and obtain the Contract Officer's written consent to exchange confidential/proprietary information with them. All affected individuals before the dissemination of any such information must execute the Non-Disclosure Agreement attached hereto as Attachment 4. It is understood that the FCC is procuring its requirements from the Contractor under the explicit condition that it ensure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contract Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.
- 2. All reports, information, discussions, procedures, and any other data that is collected, generated' or results from the performance of this contract is considered confidential/proprietary 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 FCC. Requests to make such disclosure must be addressed in writing to Contract 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 Contract Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.
- 3. 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 Contract Officer.

- 4. 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 Contract Officer or as otherwise agreed by the Contract Officer and the Contractor.
- 5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work.

C.16.2 CONFLICT OF INTEREST

- 1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, including the appearance of impropriety, and unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with the FCC. The Contractor shall also refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract with the FCC without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contract Officer in connection therewith. The Contractor further agrees that for a period of twelve (12) months following the termination date of the contract, it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contract Officer. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph An above.
- 2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary information as provided in Paragraph A.

- 3. The Contractor must submit with its proposal a certificate containing the following information:
 - a. Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the 2 years preceding the date this solicitation was issued, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant contract.
 - b. As further provided in Paragraph 4. Below, the Contractor shall promptly report to the Contract Officer, in writing, any changes to this list that may arise during the course of contract performance.
- 4. The Contractor certifies that it has made inquiry and that, to the best of its knowledge and belief, no actual or potential conflict, or situation that could raise the appearance of impropriety, exists with respect to the services to be provided in connection with the instant contract, or that any actual or potential conflict or appearance issue that does or may exist with respect to the contract in question has been communicated in writing to the Contract Officer.
- 5. The Contractor recognizes that the failure to mitigate or otherwise resolve to the satisfaction of the Government, any situation required to be reported pursuant to the above provisions, may render it ineligible for award or, if necessary, subject to contract termination.
- 6. The Contractor agrees that if after award of the contract or Task Order, it discovers an actual or potential conflict of interest, including an issue that may present the appearance of impropriety, or that any new circumstances have resulted in such issues, it shall make an immediate and full disclosure in writing to the Contract Officer of the nature of the conflict (in sufficient detail for the FCC to determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate, neutralize, or mitigate the conflict. The Contract Officer shall consider the Contractor's submission and take whatever action he or she deems to be in the best interest of the Government. If the contractor was aware of a potential or actual conflict of interest or appearance issue prior to award of this contract, or discovered such a situation after award and did not disclose it or misrepresented relevant information to the Contract Officer, the Government may terminate the contract for default.

FEDERAL COMMUNICATIONS COMMISSION

RFQ SUBMISSION REQUIREMENTS

The technical quote shall not exceed 10 pages, excluding table of contents, cover sheet, resumes, price information, and a past performance attachment. A page is defined as one side of an 8 ½ x 11" sheet of white un-textured paper, single-spaced, with at least one inch margins on all sides, using not smaller than 12 characters per linear inch or be smaller than twelve (12) points, and shall not exceed six (6) lines per vertical inch. However, any charts, graphics and/or past performance information sheets may be in 10-point font. Information may be submitted on single or double-sided sheets, but shall not exceed this page limitation.

The quote shall be provided electronically, (via electronic mail attachment) and formatted for personal computers using Microsoft software and or Acrobat. Offerors shall complete and submit the Quotation Cover Page and Past Performance Contract Information Sheet.

EVALUATION

The FCC will award a contract resulting from this solicitation to the responsible bidder whose proposal is most advantageous to the government, with price and other evaluation factors considered. The following factors shall be used to evaluate proposals:

EVALUATION FACTOR	RELATIVE WEIGHT
TECHNICAL PROPOSAL	30%
PRICE PROPOSAL	30%
PAST PERFORMANCE	20%
SharePoint Knowledge	20%

Evaluation Criteria:

Factor 1 – Technical Capability

Sub-factor 1A – Understanding the Requirement(s)

Describe your firm's abilities to effectively and efficiently develop a Microsoft SharePoint IT database (NLT September 1, 2008) for managing audits and provide a IT project manager, database development manager and IT specialist as described in Section C.2 of the SOO.

Sub-factor 1B - Project Management Plan (PMP)

Provide a staffing plan that demonstrates your firm's abilities to provide qualified personnel, the Depth of your staff, your approach to reassignment of personnel and, if needed, plans for recruitment.

Your proposal should address how you intend to meet the performance monitoring requirements and the performance objectives contained in Section C.13. Describe the Quality Assurance and/or Independent verification and validation process to be used for the selection of subcontractors. Describe how your project management plan will address the prioritization of work requests, maintenance of key technical documentation, adjustments of resources to meet new requirements and/or operational needs and mitigation of identified risks. Describe your approach to ensuring a high level of customer satisfaction including the COTR(s), TPOC(s) and end users for these services.

If the offeror is proposing the use of subcontractors, include in your PMP your approach for subcontractors' effective coordination with FCC representatives. Discuss the role(s) of your proposed subcontractor, as well as the experience that would qualify the proposed subcontractor(s). Elaborate on the scope, magnitude, and complexity of prior and/or ongoing experience, similar to the stated requirement, over the past three years for each subcontractor proposed.

Factor 2 - Past Performance

Using the Past Performance Contact Information Sheet, list up to three (3) comparable efforts performed during the last three years, which shows your firms experience with SharePoint, project management, data management and IT Technician services experience. The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the contractor's past performance.

Factor 3 - Price

The price quotes will be evaluated separately. The price quote for this level of effort shall be a firm fixed price for specified level of effort. This task is estimated to approximately 12-months of contract services of the first year of the contract performance period. Also, price quotes for 2 one-year option periods shall be evaluated. Proposed quotes shall include pricing for developing the database (government furnishes the Microsoft SharePoint Server and SharePoint License); one IT project manager, one database manager and one IT Technician the fully loaded hourly rates of all applicable labor categories, for each of the contract years (40 hours per week, excluding holidays). The labor categories shall accompany a (brief narrative) description of the skills and experience per category. Your price quote shall be based on your current GSA Schedule contract. Offerors are encouraged to discount their labor rates.

Factor 4 - Universal Service Fund (USF) Experience

Your proposal should provide in detail any previous or ongoing experience performing audit services for USAC or the USF.

WRITTEN SUBMISSION

The following written documents are required for quotation submission include:

- 1. Technical Capability Statement
- 2. Quotation Cover Page
- 3. Price Quotation
- 4. Past Performance Contact Information Sheet

QUESTIONS AND ANSWERS

Questions should be forward via email to the Contract Specialist, Ms. JoAnn Summers at <u>joann.summers@fcc.gov</u> by 12:00 noon (EST) on Wednesday, May 28, 2008. All questions and answers received will be distributed to all interested offerors via email notification through the GSA e-Buy system.