

**REVISED**

**Administrative Temporary Staff Augmentation**

**CONTRACT INFORMATION:**

**Method of Solicitation:** Request for Proposal (RFP)  
**Contract Number:** TBD  
**Award Effective Date:** Month XX, 2016  
**Contract Period of Performance:** Month XX, 2016 - Month XX, 2017  
**Solicitation Number:** USAC-HR-2016-09-027  
**Solicitation Issue Date:** September 13 2016, 2016  
**Solicitation Revision Date:** September 28, 2016  
**Offer Due Date:** October 10, 2016, by 4:00 PM ET

**CONTRACT ISSUED BY:**

Universal Service Administrative Co.  
700 12<sup>th</sup> Street NW, Suite 900  
Washington, DC 20005

**USAC CONTACT INFORMATION:**

Hameed Khairkhwah  
Procurement Specialist  
P: 202-423-2669  
E: rfp@usac.org  
Hours of Operation: 9:00 AM - 6:00 PM ET, Monday-Friday

**CONTRACTOR SIGNATURE:**

Offeror Contact Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name and Title of Contact: \_\_\_\_\_

**UNIVERSAL SERVICE ADMINISTRATIVE CO. SIGNATURE:**

USAC Contracting Official Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name and Title of Contact: \_\_\_\_\_

# SECTION A:

## About Us and the Work

### OVERVIEW OF THE PROJECT

USAC is requesting proposals from qualified organizations to provide Administrative Temporary Staff Augmentation Services. USAC is seeking to supplement Human Capital professionals on an as-needed basis. Multiple contractors across many disciplines are desired for this effort.

### WHY UNIVERSAL SERVICE ADMINISTRATIVE CO. EXISTS

The Universal Service Administrative Company (USAC) is dedicated to achieving universal service. This important principle suggests that all Americans deserve accessible, affordable and pervasive telephone and internet services. USAC's reason for existence is to ensure that access to telecommunications and broadband is available to all Americans. We administer the universal service fund, some \$10 billion that goes to the companies and institutions that make this possible. Despite pervasive connectivity in most urban areas in the United States, as of January 2015, the FCC estimated that nearly 55 million Americans across the country had no access to broadband services. The funds we administer exist to fill these gaps in access.

We help deliver funding through four programs that are focused specifically on places where broadband and connectivity needs are not being met.

- The E-rate Program focuses on schools and libraries. School children and libraries should be at the forefront of digital learning, in spite of decreasing budgets.
- The Rural Health Care Program supports health care providers in rural areas who rely on telemedicine to provide care to their community.
- The Lifeline Program supports the millions of households across the country that cannot afford basic telephony services. This program helps ensure they have access to essential services, such as basic phone service and the ability to dial 911.
- The High Cost Program works with telecommunications providers to wire areas of the country where costs are prohibitive.

USAC collects and disburses funds that enable communities to have the same opportunity as those in urban areas, well-funded school districts and health care systems.

### HOW IT WORKS

The universal service fund was established by the FCC in the implementation of the Telecommunications Act of 1996. Through this act, telecommunications carriers who provide interstate and international calls are required to contribute a percentage of their revenues to the universal service fund. The FCC is charged with making policy that ensures that the funds are distributed in a way that helps achieve this goal.

Universal Service Administrative Co. collects these funds and manages their disbursement to companies and institutions that ensure that telephony and internet services are delivered in the programs described above. Universal Service Administrative Co's role is to disburse these funds in such a way that we maximize connectivity but minimize waste, fraud and abuse of these resources.

The recipients of these funds are diverse, and the program has many complexities associated with policy, technology, and geographic diversity. This makes communicating about universal service, the programs and funds a challenging goal.

## THE SOLUTION

The purpose of this Request for Proposal (RFP) is to provide USAC with qualified service providers who have the capability to perform the tasks described in the Scope of Work.

# SECTION B:

## Work Specifications

USAC's goal with this procurement is to build a group of contractors who will collaborate with us to fulfill our mission to serve our internal and external stakeholders. Through several key services, we anticipate needing support from time to time to either augment our internal capabilities or accelerate existing projects. We are looking for partners who are passionate about the mission and vision of universal service, and who are experts in the services outlined in Section B.VIII.

### I. TYPE OF CONTRACT

This is a multiple award, indefinite-quantity, indefinite-delivery ("IDIQ") task order based contract. USAC intends to award multiple contracts under this procurement. Pricing of task orders issued under this Contract will be on a firm-fixed price, labor hours or time and material (T&M) basis. Contractor shall base its proposed task order pricing using the fixed labor rates found on the Bid Sheet, see Attachment 1. Fixed labor-hour rates must be fully burdened and include all wages, overhead, general and administrative expenses, taxes and profit for each category of labor.

### II. ISSUING TASK ORDERS

During the Contract Term, USAC will issue task orders to Contractors to obtain the services described in each task order. (See Section B.VII for task order award procedures.) Task orders may be issued only by the USAC Procurement Department.

### III. CONTRACT TERM

The Contract term is one base year and two option years. USAC anticipates that the IDIQ will be awarded on, or around, October 31, 2016.

### IV. CONTRACT MINIMUM AND MAXIMUM VALUES

#### A. CONTRACT MINIMUM AMOUNT

The guaranteed minimum amount for each Contract awarded under this solicitation is \$1,000.00. USAC will order at least this minimum amount of services during the Term of the Contract. Orders beyond the minimum amount will be determined by USAC needs and the results of the fair opportunity competition process described in below in Section B.VII. USAC is not obligated to order any services from Contractor beyond the minimum amount.

### V. WHERE THE WORK TAKES PLACE

All required Contract Services must be performed within the United States. Individual task orders may require Services be performed at the Contractor's facilities and/or at USAC's office.

- Services requiring work at USAC’s office, One Metro Center, 700 12<sup>th</sup> Street, NW, Suite 900, Washington D.C. 20005, will include appropriate work space and appropriate access to USAC’s computer network. **NOTE: Contractor personnel requiring access to USAC IT Systems will be required to sign USAC’s IT Security Rules of Behavior Form and complete mandatory IT Security Online Training; approximately two hours in duration.**
- Status update meetings, and other meetings, will be held virtually, except to the extent that USAC or the Contractor requires in-person presence. Visitors are asked to complete USAC’s Visitor Form, [USAC Visitor Form](#) and wear a badge while on premises. All in-person meetings will be held at USAC headquarters or other location reasonably designated by USAC.

## VI. COMPANY PROFILE

USAC is a not-for-profit Delaware corporation, which works under the oversight of the Federal Communications Commission (FCC). USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government. The Contract awarded as a result of this RFP will not be a subcontract under a Federal prime contract. USAC does, however, conduct its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires adherence to the following provisions from the Code of Federal Regulations: 2 C.F.R. §§ 200.318-321; 200.323; 200.325-326 and App. II to C.F.R. Part 200 (collectively “Procurement Regulations”).

## VII. TASK ORDER PROCESS

The contractors must be capable of providing experienced and qualified professional personnel to perform specified task order activities in accordance with timing requirements set forth in each task order.

- USAC will issue task orders in accordance with the procedures set forth in this contract. As specified in each task order(s) issued to the Contractor, Contractor will provide experienced personnel who are capable of performing the tasks described in, and who meeting the qualifications listed under, the position descriptions set forth in Attachment 2.
- Unless otherwise specified in a task order, Contractor personnel assigned to a task order shall maintain a work schedule consistent with USAC normal business hours and work practices. Contractor personnel are expected to comply with all of USAC’s rules pertaining to conduct in the workplace. Any change in Contractor personnel must be approved, in writing, by the USAC Procurement department and reflected in the PO.

### A. STEPS FOR EACH TASK ORDER

In order to be considered and selected for task order award, the Contractor shall submit resumes via email to [purchasing@usac.org](mailto:purchasing@usac.org) in response to each task order request for proposal (TORP), see Attachment 3, Sample TORP, which must include the following information:

- Brief description of candidates experience related to position.
- Proposed bill rate (offerors should consider discounts off awarded bill rates whenever possible)
- Availability to interview (i.e. interview within 48 hours)
- Availability to start (i.e. 2-weeks’ notice)

- USAC will review submitted resumes/summaries and notify the Contractor if interested in the proposed personnel. This notification will include proposed dates (usually within two to three days) a phone interview with the USAC manager responsible for the hire. The Contractor will coordinate with the Candidate and respond to USAC within 48 hours regarding the proposed personnel's availability for the proposed calls. If the Contractor is unable to make the proposed personnel available within three days of the notification, USAC may withdraw its invitation for phone screening/interview.
- Following the phone screening/interview, USAC may notify the Contractor that in-person interview(s) are desired and will provide dates and times for such interview(s), which will typically be within 1 week of the notification. The Contractor shall work with the proposed personnel and USAC to arrange a time for the interview(s) at USAC headquarters. Once a mutually convenient date is identified, USAC will send a confirmation email to the Contractor.
- The Contractor is responsible for communicating with the proposed candidate and USAC to coordinate the interview logistics. If the Contractor cannot schedule the interview(s) within three days of the notification because of the proposed personnel's unavailability, USAC may withdraw its invitation for the interview(s), reject the proposed personnel from further consideration.
- Failure to comply with the procedures and requirements in this Section may result in USAC's rejection of the proposed candidate.

## VIII. SCOPE OF SERVICES – SERVICE CATEGORIES

- A. This Contract is for temporary staffing to provide administrative support services. Contractor must be capable of providing experienced and qualified temporary personnel to perform specified task order activities in accordance with timing requirements set forth in the task orders. The scope of this Contract includes staffing for the labor categories stated in section B.X.
- B. USAC will issue task orders in accordance with the procedures set forth in this contract. As specified in any task order(s) issued to Contractor, Contractor shall provide trained and experienced temporary personnel who are

capable of performing the services described in, and who meet all qualifications listed under, the position descriptions set forth in Attachment 2 and in each task order. Contractor personnel assigned to a task order will be supervised by USAC personnel with regard to their day-to-day duties under the task order. Contractor personnel assigned to a task order must be available for full-time commitment to USAC during the term of the task order.

- C. Unless otherwise specified in a task order, Contractor personnel assigned to a task order shall maintain a daily and weekly work schedule consistent with USAC normal business hours and work practices. Work schedules for Contractor personnel must be approved by the Contractor's USAC Manager. Contractor personnel are expected to comply with all of USAC's rules pertaining to conduct in the workplace.
- D. Work performed under a task order must be conducted according to the practices delineated in the task order. All personnel assigned to task orders shall, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.
- E. All personnel proposed by Contractor for work on any task order must meet all the qualifications for their respective position set forth in Attachment 2, and must have successfully undergone a federal and state criminal background check within thirty days of submission of the task order proposal. Contractor shall make the criminal background check available to USAC upon request.

## **IX. KEY PERSONNEL**

The Contractor shall identify a Relationship Manager, who will serve as a single point of contact for the day-to-day management of the IDIQ Contract.

The Contractor shall provide temporary administrative support staffing for one or more of the following labor categories:

1. Accounts Payable Clerk
2. Administrative Assistant II
3. File Clerk
4. Financial Analyst – Accounts Receivable
5. Internal Auditor
6. Office Coordinator
7. Project Manager
8. Receptionist
9. Senior Internal Auditor
10. Staff Accountant I
11. Staff Accountant II
12. Staff Accountant II – Accounts Payable

## XI. COMMUNICATION

- Additional Services / Deliverables
  - Contractor personnel assigned to a task order shall perform all the services identified in the task order, and any tasks assigned by the USAC COTR, that reasonably fall within the scope of the task order, to the reasonable satisfaction of USAC.
  - Contractor Weekly Status Reports and Timesheets. Each of Contractor's personnel assigned to a task order shall prepare and submit to USAC's COTR a Contractor Weekly Status Report and Timesheet (*see Attachment 4*) stating the actual hours worked and a description of the services rendered. Timesheets must be signed by the Contractor personnel performing the task order and their USAC Manager. Approved timesheets shall be submitted to the USAC Manager by close of business Mondays for the prior week.
  - Confidentiality Agreements/Background Check. Each of Contractor's personnel assigned to a task order shall sign USAC's Confidentiality Agreement set forth in Attachment 5, as a condition to performance under this Contract. Upon the termination of any task order, the Contractor, and any Subcontractor(s), shall remind their employees of their continuing confidentiality obligations.
  - Background Check. Within thirty business days of task order award, the Contractor shall submit an email confirmation that assigned personnel has successfully passed all required criminal background checks in accordance with Contractor's policy.
  - Replacement Efforts. In the event the Contractor personnel assigned to a task order leaves prior to the task order end date, the position will be opened to other firms.
  - Communications. The Contractor shall direct all communications to the USAC Procurement Specialist. Neither the Contractor, nor the proposed personnel, shall communicate directly with any other USAC employees, involved in the selection process, without permission from the USAC Procurement Specialist. All communications shall be routed through USAC's Procurement Specialist.
  - Additional deliverables may be required as specified in individual task orders.



# SECTION C:

## USAC Terms and Conditions

### I. DEFINITIONS

“Contractor” means the Offeror whose proposal was selected for award of this Contract and whose signature is included in Contract Cover Sheet, hereof. “Data” means recorded information, regardless of form or the media on which it may be recorded, and includes, but is not limited to, technical data and Software. “Deliverables” means the deliverables, goods, items, products, and material that are to be prepared by Contractor and delivered to USAC as described in Section B. “Offeror” means an entity submitting a formal proposal in response to this Solicitation No. USAC-HR-2016-09-027. “Services” means the tasks, services, functions and responsibilities described in Section B and in the task orders issued hereunder. “Software” means computer programs that allow or cause a computer to perform a specific operation or series of operations, together with all modifications to, or enhancements (derivative works) thereof.

### II. INSPECTION/ACCEPTANCE

Contractor shall only tender for acceptance Services and Deliverables that conform to the requirements of this Contract. USAC will, following Contractor’s tender inspect or test the Deliverables or Services and:

- (a) accept the Services and Deliverables; or
- (b) reject the Services and Deliverables and advise Contractor of the reasons for the rejection.

If rejected, Contractor must repair, correct or replace nonconforming Deliverables or re-perform nonconforming Services, at no increase in contract price. If repair, correction, replacement or re-performance by Contractor will not cure the defects or is not possible, USAC may terminate for cause under section C.X, below, and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

### III. ENTIRE CONTRACT/BINDING EFFECT

This Contract, including the following contract documents listed in descending order of precedence – (1) Cover Sheet; (2) Sections A-E, including the attachments identified in Section D; (3) the Continuation of the Cover Sheet for this Contract, and (4) any other attachments - constitutes the entire agreement (“Contract”) between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The Cover Sheet, Section B and Section C have priority and shall take precedence over any other Contract document, including Contractor proposals that may be included as attachments to the Contract. Any waiver of any provision of this Contract will be effective only if in writing and signed by the party granting the waiver. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.

### IV. CHANGES

The terms of this Contract shall not be modified other than in writing signed by the parties. USAC may modify the Contract as necessary to fulfill its requirements.

### V. INVOICES

(a) Contractor shall submit invoices electronically to [Accounting@USAC.org](mailto:Accounting@USAC.org). Contractor shall submit an electronic invoice to the address designated in the Contract to receive invoices. An invoice must include: (a) Name and address of Contractor; (b) Invoice date, number and period of performance; (c) Contract number and the task order number (a separate invoice shall be submitted for each task order); (d) Completed and signed copies of the Contractor Weekly Status Report and Time Sheet by each Contractor performing services on the Contract for the

time period covered by the invoice, if applicable ; (g) Name and address of official to whom payment is to be sent or to notify in event of defective invoice. Contractor shall include EFT banking information on the first invoice. USAC shall not be liable for uncompleted or erroneous transfers which occur as a result of Contractor providing incorrect or out of date EFT information.

(b) Contractor may submit invoices for payment upon completion and USAC's acceptance of all of the work associated with a task order or, if the period of performance of a task order exceeds 60 days, once every 30 days, with the submission of the first task order no earlier than 30 days after issuance of the task order. If periodic invoices are submitted for a task order, each invoice shall include only services that have been completed and deliverables that have been accepted as of the date of invoice submission and that have not been billed in a prior invoice. All invoices shall be accompanied by a statement signed by Contractor similar if not identical to the following: "I certify that the services and items submitted on this invoice have been performed and delivered in accordance with this Contract, USAC-HR-2016-09-027. Task Order No. \_\_\_\_\_, and that all charges are true, correct and have not been previously billed."

## VI. PAYMENT/RATES

Contractor shall be paid for services performed on a fixed-price, labor hour or time and materials basis using the labor categories and fixed hourly rates set forth in Attachment 1. Fixed price task orders will only be used when it is possible to identify the scope and quantity of work with reasonable certainty. Task Orders with fixed pricing shall include a breakdown of the pricing using the fixed hourly labor rates included in Attachment 1 and estimated hours for performance. USAC will pay invoices submitted in accordance with Section C.V, above, within 30 calendar days of receipt of invoice, provided the Services and/or Deliverables have been delivered and accepted by USAC. The labor rates are firm and shall remain firm unless agreed to in writing by the parties, or unless Contractor provides a rate reduction or discount thereto. All labor rates specified herein are fully loaded and include all direct and indirect costs and expenses, including applicable federal, state, or local sales, use, or excise taxes, and profit.

## VII. PATENT INDEMNITY

Contractor shall indemnify, hold harmless and defend USAC and its directors, officers, employees and agents against any and all claims and liability, including attorney's fees and other costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, or misappropriation of, any patent, trademark or copyright, arising out of or related to Contractor's performance of this Contract.

## VIII. ASSIGNMENT/SUBCONTRACTING

Contractor shall not assign or subcontract all or any portion of this Contract without obtaining USAC's prior written consent. Contractor shall not enter into any subcontract with a company or entity that is debarred, suspended, or proposed for debarment or suspension by any Federal executive agency unless there is a compelling reason to do so. Contractor shall review the System for Award Management (SAM) for suspension or debarment status of proposed subcontractors. See <https://www.sam.gov>.

## IX. TERMINATION FOR CONVENIENCE

USAC may terminate this Contract for any reason or no reason upon one day prior written notice to the Contractor. Subject to the terms of this Contract, Contractor shall be paid for all time actually spent performing the Services required by the Contract up to date of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of USAC have resulted directly from the termination.

## X. TERMINATION FOR CAUSE

Upon the expiration of a ten (10) day cure period (during which the defaulting party did not provide a sufficient cure), the non-defaulting party may terminate this Contract or any task order issued hereunder, in whole or in part, *for cause* in the event of the defaulting party's failure to comply with any material term or condition of the

Contract or task order, as applicable, or if either party fails to provide the other party, upon request, with adequate assurances of future performance. In the event of termination for cause, the non-defaulting party shall be entitled to any and all rights and remedies provided by law or equity. If it is determined that USAC improperly terminated this Contract for cause, such termination shall be deemed a termination for convenience. In the event of partial termination, the defaulting party shall continue to perform the portion of the Services not terminated.

## XI. STOP WORK

USAC may, in its sole discretion, issue a stop work order at any time during the Contract Term. Upon receipt of a stop work notice, or upon receipt of a notice of termination (for cause or convenience), unless otherwise directed by USAC, Contractor shall, on the stop work date identified in the stop work or termination notice: (A) stop work, and cause its, subcontractors, consultants or agents to stop work, to the extent specified in said notice; and (B) subject to the prior written approval of USAC, transfer title and/or applicable licenses to use, as appropriate, to USAC and deliver to USAC, or as directed by USAC, all materials, Data, work in process, completed work and other USAC Information or material produced in connection with, or acquired for, the work terminated. In the event of a stop work order, all deadlines in this Contract shall be extended on a day for day basis from such date, plus a reasonable additional time, as agreed upon between the parties, acting in good faith, to allow Contractor to reconstitute its staff and resume the work.

## XII. LIMITATIONS OF DAMAGES

Except in cases of gross negligence or willful misconduct, in no event shall either party be liable for any consequential, special, incidental, indirect or punitive damages arising under or relating to the performance of this Contract. All exclusions or limitations of damages contained in this Contract, including, without limitation, the provisions of this Section C.XII, shall survive expiration or termination of the Contract.

## XIII. CONFIDENTIAL INFORMATION

(a) Confidential Information. Confidential Information includes, but is not limited to, information, Data, material, or communications in any form or format, whether tangible or intangible, spoken or written (collectively referred to hereafter as "Information"), that contains, reflects, or is derived from or based upon, or is related to: (1) Personally Identifiable Information (PII), as defined by NIST Special Publication 800-122; (2) Management, business, procurement or financial Information of either party, the FCC or a USF stakeholder, including proprietary or commercial Information and trade secrets that have not previously been publicly disclosed; (3) Information concerning USAC's relationships with other vendors, the FCC, USF Stakeholders and financial institutions; (4) Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," "work product," etc.; (5) Information compiled, prepared or developed by Contractor in the performance of this Contract; (6) any Information identified as confidential by the disclosing party.

(b) Non-Disclosure/Use/Irreparable Harm. It is anticipated that one of the parties ("Disclosing Party") may disclose, or has disclosed, Confidential Information to the other party ("Recipient"). At all times during the term of the Contract and thereafter, the Recipient shall maintain the confidentiality of all Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Recipient shall only use Confidential Information for a legitimate business purpose of USAC and in the performance of this Contract. Recipient acknowledges that the misappropriation, unauthorized use, or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party and could cause irreparable harm to the integrity of the USF Programs.

(c) Employee Access to Confidential Information. Recipient shall not disclose Confidential Information to partners, joint venturers, directors, employees, agents and subcontractors ("sub-Recipient") unless absolutely necessary for Recipient's or sub-Recipients performance of this Contract, and if necessary, shall only disclose the Confidential Information necessary for sub-Recipient's performance of its duties. As a pre-condition to access to Confidential Information, Recipient shall require sub-Recipients, including its employees and subcontractors, and

the employees of any subcontractor, to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. The Disclosing Party may enforce such agreements, if necessary, as a third-party beneficiary.

(d) Contractor Enforcement of Confidentiality Agreement. Contractor must report, and describe in detail, any breach or suspected breach of the non-disclosure requirements set forth above to the USAC General Counsel immediately upon becoming aware of the breach, including when and how the breach occurred, who was involved, and what has been done to recover the Information.

(e) Exclusions. If requested to disclose Confidential Information by an authorized governmental or judicial body, Recipient must promptly notify the Disclosing Party of the request and to the extent that it may legally do so, Recipient must refrain from disclosure of the Confidential Information until the Disclosing Party has had sufficient time to take any action as it deems appropriate to protect the Confidential Information. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of this Contract without the prior written consent of USAC. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide this Contract, including Contractor's proposal information, and any information or Data delivered, prepared or developed by Contractor in the performance of the Contract to the FCC or other governmental or judicial body, and may publicly disclose basic information regarding this Contract, e.g., name of Contractor, price, basis for selection, description of services/deliverables and any provisions necessary for USAC to justify actions taken with respect to the Contract.

#### **XIV. USAC INFORMATION**

(a) "USAC Information" includes Information and Data provided by USAC to Contractor for use in the performance of this Contract, Data that is collected, developed or recorded by Contractor in the performance of the Contract, including without limitation, business and company personnel information, program procedures and program specific information, and Data that is created or derived from such Data. USAC Information is Confidential Information and subject to all requirements in section C.XIII.

(b) Promptly upon the expiration or termination of this Contract, or such earlier time as USAC may direct, Contractor shall, at the direction of USAC, and at no additional cost to USAC, return or destroy all USAC Information, including all copies thereof, in the possession or under the control of Contractor. Contractor shall not withhold any USAC Information as a means of resolving any dispute. To the extent that there is a dispute between Contractor and USAC, Contractor may make a copy of such USAC Information as is necessary and relevant to resolution of the dispute. Any such copies shall promptly be destroyed upon resolution of the dispute.

#### **XV. INFORMATION SECURITY**

The Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of Confidential Information, including any personally identifiable information, in its possession according to industry best practice standards. This includes all information that is sent to and received from USAC and USAC Stakeholders. The Contractor and its subcontractors shall ensure that their respective local area networks, servers, and personal computers are secure from unauthorized access from within or outside their respective organizations. The Contractor shall not store or otherwise maintain any USAC Confidential Information in the Cloud without first obtaining USAC's written consent.

#### **XVI. PROPRIETARY RIGHTS**

Contractor agrees that all Data, Software, Deliverables, reports or other materials (collectively "Materials") developed or conceived by Contractor and/or documented by Contractor in the performance of this Contract, as

well as all modifications and improvements thereto and all other designs, discoveries and inventions, are USAC property and shall be deemed USAC Information pursuant to Section XIV above and works made-for-hire for USAC within the meaning of the copyright laws of the United States and accordingly, USAC shall be the sole and exclusive owner for all purposes for the use, distribution, exhibition, advertising and exploitation of such Materials or any part of them in any way and in all media and by all means throughout the universe in perpetuity.

## XVII. RESPONSIBILITY FOR CONTRACTOR PERSONNEL

Contractor personnel working on USAC premises may be required to sign and agree to the terms of a [Visitors Form](#) provided by USAC. Contractor is responsible for any actions of its personnel, including any actions that violate law, are negligent or that constitute a breach of the Visitor Form and/or this Contract.

## XVIII. RECORD RETENTION

During the term of this Contract and for three years following final payment, the Contractor shall maintain and make available at its offices at all reasonable times, the records, materials, and other evidence relating to this Contract for examination, audit, or reproduction.

## XIX. KEY PERSONNEL

All Contractor employees assigned to the positions identified in Section B.IX are key personnel. The key personnel assigned to this Contract or to a task order must remain in their respective positions throughout the term of the Contract or task order, as applicable. USAC may terminate all or a part of the Contract if the Contractor changes the position, role, or time commitment of key personnel, or removes key personnel from the Contract, without USAC's prior written approval. USAC may grant approval for changes in staffing of key personnel if it determines in its sole discretion, that:

- o changes to, or removal of, key personnel is necessary due to extraordinary circumstances (e.g. a key personnel's illness, death, termination of employment, or absence due to family leave), and
- o the Contractor has resources (e.g., replacement personnel) with the requisite skills, qualifications and availability to perform the role and duties of the outgoing personnel.

Replacement personnel are considered key personnel and this section XIX shall apply to their placement on and removal from this Contract.

## XX. INSURANCE

Contractor shall maintain sufficient insurance in amounts required by law or appropriate for the industry, whichever is greater, to protect and compensate USAC from all risks and damages/injuries that may arise under this Contract, including as appropriate, public and commercial general liability, personal injury, property damage and employer's liability and worker's compensation insurance. Contractor shall produce evidence of such insurance upon request by USAC.

## XXI. CONFLICT OF INTEREST

It is essential that any Contractor providing Services or Deliverables in support of USAC's administration of the Universal Service Fund (USF) maintain the same neutrality, both in fact and in appearance, and avoid any conflict of interest or even the appearance of a conflict of interest. For example, to the extent that Contractor, or any of its principals, has client, membership, financial and/or any other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential and/or apparent conflict(s) of interest. Contractor shall promptly notify USAC in writing of any actual or potential conflicts of interest involving Contractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which Contractor proposes to avoid, neutralize, or mitigate such conflicts. Failure to provide adequate means to avoid, neutralize or mitigate any conflict of interest may be the basis for termination of the Contract. By its execution hereof, the Contractor represents and certifies that it has not paid or promised to pay a gratuity, or offered current or future employment or consultancy, to any USAC or governmental employee in connection with the award. In order to

maintain the required neutrality, Contractor must not advocate any policy positions with respect to the Programs or the Universal Service Fund (USF) during the term of the Contract. Neither the Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of this Contract without the prior written consent of USAC.

## XXII. INVALIDITY OF ANY PROVISION

It is the intent of the Parties that the provisions of this Contract will be enforced to the fullest extent permissible, but that the unenforceability of any provision will not render unenforceable or impair the remainder of this Contract, which will be deemed amended, to delete or modify, as necessary, the invalid or unenforceable provisions. The Parties further agree to negotiate replacement provisions for any unenforceable term that are as close as possible to the original term and to change such original term only to the extent necessary to render the same valid and enforceable.

## XXIII. WAIVER

Any waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

## XXIV. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.

## XXV. CHOICE OF LAW/CONSENT TO JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia (the term "laws" is to be construed as broadly as possible to include case law, statutes, regulations, orders, etc.) without regard to any otherwise applicable principle of conflicts of laws. Contractor agrees that all actions or proceedings arising in connection with this Contract shall be litigated exclusively in the State and, if applicable, Federal courts located in the District of Columbia ("Courts"). This choice of venue is intended to be mandatory and the parties' waive any right to assert forum non conveniens or similar objection to venue. Each party hereby consents to in personam jurisdiction in the Courts. Contractor must submit all claims or other disputes to the Contracting Officer for informal resolution prior to initiating any action in the Courts and must work with USAC in good faith to resolve any disputed issues. A dispute over payment or performance, whether informal or in the Courts, shall not relieve Contractor of its obligation to continue performance of the Contract and Contractor shall proceed diligently with performance during any dispute over performance or payment.

## XXVI. USAC AND APPLICABLE LAWS

USAC is not a Federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government and this Contract is not a subcontract under a federal prime contract. USAC conducts its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC and its Contractors to adhere to certain procurement-related provisions of the Code of Federal Regulations, 2 C.F.R. §§ 200.318-321, 200-323, 200.325-326 and App. II to C.F.R. Part 200 (collectively "Procurement Regulations"). The Contractor shall comply with the procurement standards and all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract.

## XXVII. RIGHTS IN THE EVENT OF BANKRUPTCY

All licenses or other rights granted under or pursuant to this Contract are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or any replacement provision therefore (the "Code"), licenses to rights to "intellectual property" as defined in the Code. The Parties agree that USAC, as



licensee of such rights under this Contractor, shall retain and may fully exercise all of its rights and elections under the Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Contractor under the Code, USAC shall be entitled to retain all of its rights under this Contract and shall not, as a result of such proceedings, forfeit its rights to any Material, license, Software, Data or works made for hire.

## XXVIII. TASK ORDER CEILING PRICES

Any supplies and services to be furnished under this Contract shall be ordered by issuance of task orders by USAC authorized representatives. Each task order issued under this procurement will include a ceiling price (“Task Order Ceiling Price”). USAC will not be obligated to pay the Contractor any amount in excess of the Task Order Ceiling Price, and the Contractor shall not be obligated to continue performance if to do so would exceed the Task Order Ceiling Price, unless and until the Contracting Officer notifies the Contractor in writing that the Task Order Ceiling Price has been increased and specifies in the notice a revised ceiling price that shall constitute the new Task Order Ceiling Price for performance under the task order. The total of all task order prices during the Term of this Contract shall not exceed the total maximum value (i.e., ceiling price) set forth in Section B.V.

## XXIX. TASK ORDER COMPETITION

(a) USAC will provide IDIQ Contractors a fair opportunity to be considered for each task order that is estimated to exceed \$5,000 by issuing a task order request for proposals (TORPs). TORPs will: (1) describe the work to be performed; (2) identify the period of performance; (3) identify the period of performance; (4) request proposals by a specified date; (5) request information concerning any potential or actual conflicts of interest or appearance issues relating to the proposed task order; (6) include instructions for submission of technical proposals, including the submission of a task plan and staffing plan; (7) identify the evaluation factors, including price, and their respective importance, and the basis for task order award. Contractors responding to the TORP must propose fixed labor rates no higher than those established in their IDIQ contracts (i.e., discounted fixed labor rates may be proposed for an individual task order) and a task order ceiling price. All proposals received will be evaluated in accordance with the evaluation factors stated in the TORP.

(b) USAC will follow the competition procedure in the foregoing paragraph, unless: (i) USAC’s need for the services is so urgent that holding any kind of competition would result in unacceptable delays; (ii) Only one of the IDIQ contractors is capable of providing the services required at the level of quality required for the particular services; (iii) The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under the contract, provided that all contractors were given a fair opportunity to be considered for the original order; or (iv) It is necessary to place an order to satisfy a guaranteed minimum amount

## XXX. INDEFINITE QUANTITY

This is an indefinite-quantity contract. This means the quantities identified in Bid Sheet, Attachment 2, are estimates only and are not purchased by this Contract. USAC is under no obligation to order more than the minimum amount specified in a task order issued to the Contractor. Contractor shall furnish to USAC, when and if ordered, the Services and Deliverables up to and including the quantity designated in the task order. USAC shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.” Any order issued during the Term and not completed within the Term shall be completed by Contractor within the time specified in the task order and in accordance with the terms and conditions herein.

## XXXI. NON-EXCLUSIVITY/INDEPENDENT CONTRACTOR

Nothing herein shall be deemed to preclude USAC from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the Contractor hereunder or from independently developing or acquiring goods or services that are similar to, or competitive with, the goods or services, as the case may be, contemplated under this Contract. Contractor acknowledges and agrees that

Contractor is an independent contractor to, not an employee of, USAC. USAC shall not withhold taxes or provide employee benefits to Contractor. Contractor shall not hold herself/himself out as an employee of USAC and Contractor has no authority to bind USAC except as expressly permitted hereunder.

#### XXXII. TEMPORARY EXTENSION OF SERVICES

USAC may require continued performance of any Contract services within the limits and at the rates specified in the Contract. USAC may extend the services more than once, but the total extension of performance hereunder shall not exceed six months. The USAC Procurement representative may exercise an option to extend by written notice to the Contractor within 10 days prior to expiration of the then current term.

#### XXXIII. NOTICES

- i. All notices, consent, approval or other communications required or authorized by this Contract shall be given in writing and shall be: personally delivered,
- ii. mailed by registered or certified mail (return receipt requested) postage prepaid,
- iii. sent by overnight delivery service (with a receipt for delivery), or
- iv. sent by electronic mail with a confirmation of receipt returned by recipient's electronic mail server to such party at the following address: Chief Procurement Officer, Universal Service Administrative Co., 700 12<sup>th</sup> Street, NW, Suite 900 Washington, DC 20005.

If to Contractor: See Blocks 11a and 20 of the fully signed Solicitation/Contract Order for Commercial Items Cover Sheet.

#### XXXIV. SURVIVAL

All provisions that logically should survive the expiration or termination of this Contract shall remain in full force and effect after expiration or early termination of the Term of this Contract.

#### XXXV. EXECUTION/AUTHORITY

This Contract may be executed by the parties hereto on any number of separate counterparts and counterparts taken together shall be deemed to constitute one and the same instrument. A signature sent via facsimile or PDF shall be as effective as if it was an original signature. Each person signing this Contract represents and warrants that they are duly authorized to sign this Contract on behalf of their respective party and that their signature binds their party to all provisions hereof.



# SECTION D:

## Attachments

### I. ATTACHMENT LIST

- Attachment 1: Bid Sheet
- Attachment 2: Position Descriptions
- Attachment 3: Sample Task Order Request for Proposal
- Attachment 4: Contractor Weekly Status Report and Timesheet
- Attachment 5: Confidentiality Agreement

# SECTION E:

## Instructions and Evaluation Criteria

### I. GENERAL

#### A. CONTRACT TERMS AND CONDITIONS

The Contract awarded as a result of this RFP will be governed by, and subject to, the requirements, terms and conditions set forth in RFP sections A, B, C, and D and any attachments listed in section D (hereafter collectively referred to as the “Terms and Conditions”). Offeror’s submission of a proposal constitutes its agreement to the Terms and Conditions and their precedence over any other terms, requirements, or conditions proposed by Offeror.

The Offeror’s proposal may identify deviations from, or revisions, exceptions or additional terms (collectively “exceptions”) to the Terms and Conditions, but only if such exceptions are clearly identified in a separate section within each proposal volume entitled “Exceptions to RFP Terms.” Proposals that include material exceptions to the Terms and Conditions may be considered unacceptable and render Offeror ineligible for award unless the Offeror withdraws or modifies any unacceptable exceptions prior to USAC’s selection of the successful offeror for award. USAC will only consider changes or additions to the RFP terms and conditions that are included in Offeror’s proposals. After selection of the awardee, USAC will not consider or negotiate any exceptions to the Terms and Conditions.

#### B. PERIOD FOR ACCEPTANCE OF OFFERS

The Offeror agrees to hold the fixed hourly labor rates in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Proposals must:

- Concisely address USAC’s requirements, as set forth in the Scope of Services, and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to, USAC Procurement Department, no later than 4:00 PM ET on October 31, 2016 (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to [rfp@usac.org](mailto:rfp@usac.org).
  - The subject line for all email communication related to this solicitation should **only** state the Solicitation Number of this RFP.

#### C. PROPOSAL SCHEDULE

Schedule	Event
September 21, 2016	Deadline for submitting written questions to USAC at <a href="mailto:rfp@usac.org">rfp@usac.org</a>
September 26, 2016	USAC’s response to written questions.
<b>October 31, 2016</b>	<b>Proposals due to USAC by 4:00 PM ET.</b>

Questions regarding the RFP must be emailed to [rfp@usac.org](mailto:rfp@usac.org) by September 21, 2016, at 11:00 AM ET.

To be timely, Offeror’s proposal must be received by USAC by the Proposal Due Date at the email address specified above. Any offer, modification, revision, or withdrawal of an offer received at the USAC office designated in the solicitation after the Proposal Due Date and Time is “late” and will not be considered by USAC, unless USAC determines, in its sole discretion, that circumstances beyond the control of Offeror prevented timely submission, consideration of the offer is in the best interest of USAC, or the offer is the only proposal received by USAC.

USAC reserves the right to amend, revise or cancel this RFP at any time at the sole discretion of USAC and no legal or other obligations are assumed by USAC by virtue of the issuance of this RFP, including payment of any proposal costs or expenses, or any commitment to procure the services sought herein.

## II. CONTRACT AWARD

USAC intends to evaluate offers and make multiple contract awards to offerors. USAC may reject any or all offers if such action is in the public’s or USAC’s interest; accept other than the lowest offers; and waive informalities and minor irregularities in offers received.

## III. IDENTIFICATION OF CONFIDENTIAL INFORMATION

The proposal shall clearly and conspicuously identify information contained in the proposal that the Offeror contends is Confidential Information. See Contract § C.XIII.

## IV. PROPOSAL VOLUMES COVER PAGE

Each volume of Offeror’s proposal must contain a cover page. On the cover page, please include:

- The name of the Offeror’s organization,
- The Offeror’s contact name,
- The Offeror’s contact information (address, telephone number, email address, website address),
- The Offeror’s DUNS number,
- The date of submittal,
- A statement verifying the proposal is valid for a period of 120 days, and
- The signature of a duly authorized Offeror representative.

## V. PROPOSAL CONTENT

The proposal shall be comprised of the following four volumes:

### A. CORPORATE INFORMATION (VOLUME I)

This volume must include:

- A cover page, as outlined above.
- An executive summary summarizing all key features of the proposal, including the identification of any subcontractors and affiliated individuals or firms that will assist the Offeror in performing this contract
- Pricing information should not appear in the Executive Summary.

- A statement regarding any known conflicts of interest.
  - USAC procurements are conducted with complete impartiality and with preferential treatment for none. USAC procurements require the highest degree of public trust and an impeccable standard of conduct. Offerors must strictly avoid any conflict of interest or even the appearance of a conflict of interest, unless USAC has otherwise approved an acceptable mitigation plan.
  - Offerors must identify any actual or potential conflicts of interest involving the Offeror or any proposed subcontractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which it proposes to avoid, neutralize, or mitigate such conflicts. Offerors shall identify such conflicts or potential conflicts or appearance issues to USAC and provide detailed information regarding the nature of the conflict. Examples of potential conflicts include, but are not limited to: (1) any ownership, control or other business or contractual relationship(s), including employment relationships, between the Offeror (or proposed subcontractor) and any USF Stakeholder; (2) an Offeror has a direct personal or familial relationship with a USAC or FCC employee; (3) a former employee of USAC or FCC who had access to confidential procurement-related information works for the Offeror; (4) a USAC or FCC employee receives any type of compensation from the Offeror, or has an agreement to receive such compensation in the future; (5) Offeror has communications with a USAC or FCC employee regarding future employment following the issuance of the RFP for this procurement; (6) any employment or consultation arrangement involving USAC or FCC employees and the Offeror or any proposed subcontractor; and (7) any ownership or control interest in the Offeror or any proposed subcontractor that is held by an FCC or USAC employee. Offerors must also identify any participation by the Offeror, or any proposed subcontractor(s) or personnel associated with the Offeror, in any of the universal service programs. The requirement in this section E.V.A applies at all times until Contract execution.
  - Offerors shall propose specific and detailed measures to avoid, neutralize, or mitigate actual, potential and/or apparent conflicts of interest raised by the affiliations and services described above. If USAC determines that Offerors proposed mitigation plan does not adequately avoid, neutralize or mitigate any actual or potential conflict of interest, or the appearance of a conflict of interest, Offeror will not be eligible for award of a contract.

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## B. TECHNICAL (VOLUME II)

This volume must include:

- A cover page, as outlined above.
- An in-depth discussion of Offeror's technical approach to providing the labor categories listed in Section B.VIII., along with a clear statement of whether or not the Offeror's performance of the Contract will comply with all requirements, terms and conditions set forth in the RFP. Offerors must submit a detailed response to this RFP. The Offeror must clearly state whether it will comply with all requirements, terms and conditions set forth in the RFP, and provide detailed information about how it will fulfill the requirements of the RFP. Any deviations from, or exceptions to, the requirements, terms or conditions contained in this RFP must be clearly identified. (Note: Offers that include material deviations from, or take material exceptions to, RFP requirements, terms or conditions will be evaluated as technically unacceptable and will be ineligible for award unless USAC subsequently amends the RFP to modify the requirements or, if discussions will be held, decides to address the deviations/exceptions during discussions and thereby resolves the deviations/exceptions are thereby resolved.)

Technical proposals that merely repeat the requirements set forth in the RFP and state that Contractor "will perform the statement of work" or similar verbiage will be considered technically unacceptable and will not receive further consideration. USAC is interested only in proposals that demonstrate the Contractor's expertise in performing engagements of this type as illustrated by the Offerors description of how it proposes to perform the requirements set forth in this RFP.

- (1) Describe Offeror's capabilities for performing this Contract, including personnel resources and management capabilities.
- (2) Offerors shall describe in detail their process for recruiting, screening, validating and qualifying candidates.
- (3) Offerors shall describe in detail their plan for recruiting individuals to fill the position(s) identified in paragraph B.VII. in a timely manner. If Offeror currently has on staff personnel who meet the qualifications for the position(s) identified in section B.VII , and who are available for assignment to task orders issued under an awarded contract, please provide a resume (not to exceed two pages) that includes their educational background, job and related experience, and the specific position(s) for which they are available on this Contract.
- (4) Experience. Describe your firm's experience in temporary staffing on a task order based Contract.
- (5) Key Personnel. Identify by name all key personnel. Describe the technical knowledge of and experience of proposed personnel in the requested services with respect to, but not limited to, experience and qualifications including depth of knowledge, expertise and number of years.
  - (i) Submit resumes for all key personnel, as an attachment to the technical volume, no longer than two pages in length.
  - (ii) If Contractor, at time of proposal and prior to the award of the contract, has information that any such key personnel anticipate terminating his or her employment or affiliation with Contractor, Contractor shall identify such personnel and include the expected termination date in the proposal.

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### C. PAST PERFORMANCE INFORMATION (VOLUME III)

This volume must include:

- A cover page, as outlined above.
- A list of up to three current or recently completed contracts for similar in scope to those required by this solicitation. Each entry on the list must contain the client's name, the project title, the period of performance, the contract number, the contract value, a primary point of contact (including the telephone number and email address for each point of contact, if available), and a back-up point of contact. If a back-up point of contact is not available, please explain how USAC may contact the client in the event the primary point of contact fails to respond.
  - For each past performance, provide a description of the relevant performance and the name and telephone number for USAC to contact for past performance information for each project discussed. A past performance description will consist of an overview of the engagement, a description of the scope of work performed, its relevance to this effort, and the results achieved. This is the time to identify any unique characteristics of the project, problems encountered, and corrective actions taken. Each overview shall not exceed one page.
  - USAC will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past performance questionnaire to the contacts identified in the Offerors proposals. Although USAC will follow-up with the contacts, the Offeror, not USAC, is responsible for ensuring that the questionnaire is completed and returned by the specified date in USAC's transmittal. If USAC is unable to reach or obtain a reference for the project, USAC may not consider the contract in an evaluation of past performance.

This volume must include:

- A cover page, as outlined above.
- Completed pricing information in Attachment 1: Bid Sheet.
  - The fixed labor-hour prices should be fully loaded and must include wages, overhead, general and administrative expenses, taxes and profit for each labor category.
  - The labor rates established in this RFP will be used for all awarded task orders, except that the Contractor may offer discounts to the labor rates in task order competitions.

## E. PAGE COUNT LIMITS

Page count, for each Volume including the cover page, may not exceed the below:

- Volume I – Corporate Information; may not exceed 3 pages, including Cover page
- Volume II – Technical; may not exceed 7 pages, excluding resumes, and including Cover page
- Volume III – Past Performance Information; may not exceed 4 pages, including Cover page
- Volume IV – Price ; may not exceed 3 pages, including Cover page

Any proposals received exceeding the page count, will be considered technically unacceptable and will not receive further consideration.

## VI. EVALUATION

USAC will award multiple contracts resulting from this solicitation to the responsible Offerors whose offers conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to compare offers and select the awardees – technical, past performance, and price. When combined the technical and past performance factors are significantly more important than price.

- Technical: The technical sub-factors listed below in descending order of importance:
  - Technical Approach
  - Experience
  - Key Personnel
- Past Performance: Past performance information will be evaluated to assess the risks associated with an Offeror's performance of this effort, considering the relevance, recency and quality of the Offerors past performance on past or current contracts for the same or similar services. The Offeror's past performance will be evaluated based on the Offerors discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offerors proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in the Offerors proposal that are not identified as references).
- Price Evaluation: USAC will evaluate price based on each individual labor category, in the Bid Sheet. Price is the least important evaluation factor and USAC may not award a Contract to the lowest priced Offeror. USAC further recognizes that the size of a company, its name-recognition, geographical offerings and the expertise/experience of staff impacts the price of the hourly labor rates offered by the firms, thus making comparisons of differently situated firms less meaningful. Therefore, when considering rates, USAC will use the rates of similarly situated companies for reasonableness and comparison purposes. Price may become a more important selection factor if the ratings for the non-price factors are the same or very close to the same. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable.

Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

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#### A. DOWN-SELECT PROCESS

USAC may determine that the number of proposals received in response to this RFP (for one or any number of Service Category) are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to establishing a competitive range. In such case, USAC may conduct a down-select process to eliminate Offerors, prior to discussions, from further consideration based on a comparative analysis of Offerors proposals, with primary focus on the price proposal, but USAC may, in its sole discretion, consider other factors such as quality of proposal, technical capabilities and past performance. Proposals that include proposed prices that are significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the competition.

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#### B. RESPONSIBILITY DETERMINATION

USAC will only award contracts to responsible offerors. USAC will make a responsibility determination based on any available information, including information submitted in an Offerors proposal. In making a responsibility determination USAC will consider whether:

- the Offeror has sufficient resources to perform the Contract;
- the Offeror has a satisfactory record of performance, integrity and business ethics;
- the Offeror has the accounting systems and internal controls, quality assurance processes and organizational structure and experience necessary to assure that contract work will be properly performed and accurately invoiced; and
- the Offeror has the facilities, technical and personnel resources required to perform the contract.

**ATTACHMENT 1**  
**DIRECT LABOR PRICE SCHEDULE**

Contractor shall use the following table of labor categories, which are more fully described in **Attachment 1**, in submitting hourly labor rates and pricing for their proposal. Hourly labor rates provided must be on a fully burdened basis and include all wages, overhead, general and administrative expenses, taxes and profit for each category of labor.

Labor Category	Base Year Rates	Option Year One Rates	Option Year Two Rates
ADMINISTRATIVE ASSISTANT II	\$	\$	\$
FILE CLERK	\$	\$	\$
FINANCIAL ANALYST – ACCOUNTS RECEIVABLE	\$	\$	\$
INTERNAL AUDITOR	\$	\$	\$
OFFICE COORDINATOR	\$	\$	\$
PROJECT MANAGER	\$	\$	\$
RECEPTIONIST	\$	\$	\$
SENIOR INTERNAL AUDITOR	\$	\$	\$
STAFF ACCOUNTANT I	\$	\$	\$
STAFF ACCOUNTANT II	\$	\$	\$
STAFF ACCOUNTANT II – ACCOUNTS PAYABLE	\$	\$	\$



# Administrative Temporary Labor Position Descriptions

## I. ADMINISTRATIVE ASSISTANT II

### PRIMARY PURPOSE OF POSITION:

This position primarily provides administrative and secretarial support to the assigned Division Head and Team Members.

### SCOPE OF WORK:

These tasks may include but are not limited to:

- Answer and address incoming phone calls
- Provide administrative assistance to the appropriate staff members, as assigned
- Work with programs such as MS Word, Excel, Outlook, and PowerPoint
- Schedule appointments and coordinate calls
- Arrange travel, prepare travel documents such as itineraries, and prepare expense reports
- Electronic and hard copy filing
- Other tasks as assigned by USAC management

### REQUIRED SKILL-SET AND EXPERIENCE:

- Special training beyond a high school diploma
- Typing minimum 55-70 wpm
- Intermediate level of word processing skills using computer software (WORD, WordPerfect, etc.), using spreadsheets
- Intermediate level of Email and the Internet

Intermediate level in other computer software such PowerPoint

### PRIMARY PURPOSE OF POSITION:

The purpose of this position is to negotiate and administer contracts for complicated services from USAC vendors, including preparing bids, negotiating specifications, evaluating proposals and aiding in the preparation of contract documents.

### SCOPE OF WORK:

- Providing cradle-to-grave contract administration
- Administering the performance-based measurements program for assigned complex contracts, including information, status, and/or action reports
- Providing contract management oversight to ensure that business agreements are made in accordance with USAC objectives and regulations
- Following established acquisition policies, programs, and procedures that enhance operational efficiencies and promote cost effectiveness with standardization, where possible, to assure and maintain a smooth contracting process from initial request through invoice payment and contract close-out
- Reviewing and validating vendor invoices to ensure compliance with contract guidelines
- Executing a planned negotiation strategy, including coordinating said strategy with other technical experts involved and participating in negotiations conducted with vendors to develop the contract price and terms
- Participating in negotiations for price, terms and conditions of complex contracts, including ensuring the contract reflects agreement, as well as obtaining approvals to complete the contract

- Participating in the preparation of complex proposals and bid responses for potential and existing suppliers
- Identifying potential risks and resolving or mitigating them to protect USAC's interests
- Analyzing and reviewing all phases of programs to provide continuous improvement, including making recommendations for improving policies and procedures
- Ensuring that RFPs, contract documents and other actions are consistent with USAC policy and other applicable regulations
- Functioning as the business interface with USAC's external and internal clients
- Other duties, as assigned

**REQUIRED SKILL-SET AND EXPERIENCE:**

- 3 or 4 years of experience working in a professional business environment, performing operational or programmatic duties
- 2 or more years of experience in contracting and procurement, including experience complying with the Federal Acquisition Regulation (FAR)
- 2 or more years of experience leveraging your proven abilities to negotiate complex agreements (e.g., professional services, IT technology acquisition)
- 2 or more years of experience applying you in-depth knowledge of labor rates, fixed price, time and material, as well as indefinite quantity/delivery contracts
- Bachelor's degree from an accredited college and/or university (preferably in Business Management, Finance, Purchasing, Procurement, or Contracting)
- Past experience managing performance-based contracts
- Possess a proven ability to research, interpret and communication requirements
- Excellent interpersonal skills and are able to communicate information concisely and professionally
- Self-starter who is organized and can easily manage multiple work streams
- Proficient with Microsoft Office products, and can competently use them (especially Excel and Word) to create deliverables

Analytical thinker who can analyze problems in order to develop solutions and recommendations, specifically for developing and implementing business strategies to reduce risk

**III. FILE CLERK**

**PRIMARY PURPOSE OF POSITION:**

The purpose of this position is to file documents and process incoming customer 499 forms.

**SCOPE OF WORK:**

These tasks may include but are not limited to:

- Creating, indexing, and tracking files while utilizing USAC's records management system
- Assisting in moving, converting, storing and retrieving records/files as needed
- Profiling, scanning, and maintaining electronic documents
- Process incoming and outgoing mail
- Other tasks assigned by USAC management

**REQUIRED SKILL-SET AND EXPERIENCE:**

- High School Diploma
- 1-2 years' experience with Microsoft Office Suite, basic knowledge
- 1-2 years of administrative support work experience
- Experience in identifying, organizing, and filing records
- Strong attention to detail
- Ability to lift move 15 – 25 pounds
- Ability to communicate effectively

- Ability to work standing up for long periods of time.
- Follow specifically defined instructions

## IV. FINANCIAL ANALYST – ACCOUNTS RECEIVABLE

### PRIMARY PURPOSE OF POSITION:

The purpose of this position is to provide financial analysis and processing of companies invoiced in bankruptcy payment plans, or DCIA. In addition, this position is responsible for overall management of the USF Accounts receivable balances, including monitoring trends, identifying outreach opportunities.

### SCOPE OF WORK:

#### Payment Plans

- Prepare established letters and documents for Payment Plan requestors.
- Collect documentation, ensuring it is complete and meets the requirements of the payment plan.
- Proactively monitor installment plan participant's account activity for compliance, maintain payment plan files, and reporting on account activity monthly.
- Prepare transactions and reports for Billing and Accounting teams.
- Primary point of contact for customer inquiries

#### Bankruptcy

- Prepare of proof of claims and invoicing transactions for bankrupt companies.
- Re-evaluate claim / claims a calculation if new information comes to light or claim is objected to by Debtor. Provide outside Counsel a concise breakdown of such modifications.
- Assist outside Counsel / USAC Counsel and management in preparation of any necessary defense materials, including providing routine account history information in alternative ways to make a particular argument.
- Calculate / Initiate Invoicing Transactions necessary to reconcile account, per any agreements / stipulations with debtor.
- Run monthly report of pre-confirmation, bankrupt contributors to ensure they're remaining current in their admin period
- Work with the Debtor to coordinate payments, Form filings, credit balance refunds, etc.
- Apply payments from bankrupt entities to the pre-petition balance in a timely and accurate manner.
- Provide support for other Bankruptcy related matters

#### DCIA

- Transfer post 120-day delinquent accounts according to the Federal Debt Collection Improvement Act (DCIA) to the U.S. Treasury, evaluating debts for eligibility and exclusions.
- Perform reconciliations of transferred debt to ensure USAC's records are consistent with the U.S. Treasury's.
- Apply payments from the U.S. Treasury (via the FCC) to DCIA debts in a timely and accurate manner.
- Handle U.S. Treasury transferred debt disputes according to the SLA's established.
- Perform recalls of debt from the U.S. Treasury in cases of bankruptcy, errors, or credit balances on de minimis or inactive companies, for example.
- Prepare reports to the Accounting and Billing Teams as scheduled.
- Primary point of contact for customer inquires
- General A/R Responsibilities
- Review sub ledgers to identify trends that could benefit from outreach opportunities.
- Create, review and maintain functional processes & procedures.
- Participate with working teams on problem solving and continuous improvements.
- Partner with colleagues within and outside of Finance to share information and identify dependencies.
- Provide excellent and professional customer service to internal and external customers.
- Provide User Acceptance Testing support for IT Projects

- Other duties as assigned

#### REQUIRED SKILL-SET AND EXPERIENCE:

- Bachelor Degree in Accounting or Finance
- 4 – 6 years' experience
- 4 – 6 years' experience in financial reporting and analysis
- Strong background in Excel and Microsoft Access

#### SPECIAL SKILLS:

- Preparing and delivering information in a concise, professional written format
- Preparing and presenting information to staff in an informal, as well as formal, setting
- Working in team environment
- Developing and formulating short-range plans/decisions
- Analyzing and developing solutions to problems

## V. INTERNAL AUDITOR

#### PRIMARY PURPOSE OF POSITION:

The Purpose of this position is to perform advance and specialized audits of the Universal Service Fund's contributors and beneficiaries, as well as the administrative areas of USAC.

#### SCOPE OF WORK:

- Planning and performing compliance, financial, and operational audit work in accordance with applicable audit standards
- Providing the necessary corrective recommendations when deficiencies are discovered
- Preparing clear and concise audit work papers, reports, and other communications to document audit procedures performed and exceptions noted
- Communicating audit results, in oral or written format, to the auditee, USAC management, USAC General Counsel and/or the Audit Committee
- Providing assistance and coordinating necessary audit efforts for whistleblower investigations
- Pursuing professional development opportunities, including external and internal training and professional associate memberships, and sharing information gained with co-workers to contribute to the growth and development of the Internal Audit Division
- Other duties, as assigned
- Bachelor degree from an accredited college or university (preferably in Audit, Accounting, Finance and/or Business)
- 1-2 years direct work experience in internal audit or public accounting, performing duties similar to those outlined above
- You can prepare and deliver information in a concise and professionally written format, as well as present it in formal and informal settings
- You are a people person, with strong interpersonal skills to establish and maintain team-oriented working relationships with co-workers and external contacts while working seamlessly in a professional environment
- You are able to plan and conduct multiple projects concurrently
- You are able to handle confidential matters

#### PRIMARY PURPOSE OF POSITION:

The purpose of the position is to support USAC Facilities Team and the everyday maintenance and upkeep of USAC office space.

## SCOPE OF WORK:

- Schedule and perform daily office inspections of all areas on all floors of USAC space. Perform highly detailed visual inspections with emphasis on identifying and reporting all maintenance defects in a timely manner. Inspections will include stocking paper at print stations, restocking production rooms, maintaining office machines, and other tasks following provided checklist.
- Complete various Facilities tasks as assigned
- Sort mail from numerous sources, both internal and external; Pack and wrap classified material. Metering postage; Route mail for internal and external distribution
- Perform physical inventory of production rooms weekly, assist with supply ordering and check in and stock orders when they arrive.
- Assist Facilities team members and USAC employees with office moves, workstation resets and new hire setups.
- Assist with regular office equipment maintenance and inspection to include support and troubleshooting operation of various office machines to include printers, copiers, fax machines and digital document sender devices;
- Assist with board room preparations for quarterly board meetings, all staff meetings, and all other meetings as requested;
- Supervision of Facilities vendors when onsite. May include shredding services, office & kitchen supplies, HVAC services, building maintenance services, locksmith services, offsite records storage vendor, etc.
- Assist Facilities team members with projects as assigned;
- Other duties as assigned.

## REQUIRED SKILL-SET AND EXPERIENCE:

- High School Diploma
- 1-2 years' experience with Microsoft Office Suite, basic knowledge
- At least 1-2 years of administrative support work experience
- Follow specifically defined instructions
- Excellent interpersonal, communication, organization and computer skills.
- Strong attention to detail with good follow-up skills.

## VII. OFFICE COORDINATOR

### PRIMARY PURPOSE OF POSITION:

The purpose of this position is to be responsible for the overall direction, coordination, implementation, execution, control and completion of specific projects ensuring consistency with company strategy, commitments and goals.

## SCOPE OF WORK:

- Performs agile project management activities including planning, execution, tracking and reporting;
- Develops and reports team status and metrics to various stakeholders;
- Works as a Product Owner, conducts and effectively participates in sprint planning, story prioritization, work estimates, and Product Backlogs.
- Develops and maintains team standards, tools, and best practices;
- Identifies and removes impediments, prevents distractions;
- Helps cultivate and establish robust and sustainable working relationships between business and technology teams.
- Fosters an environment of cross-team collaboration and teamwork;
- Facilitates the business process of requirements documentation, user acceptance testing, and scope definition.
- Develops and maintains a thorough knowledge of business processes supported by software systems and finance users;
- Assists in the documentation of business requirements when necessary;
- Participates in requirements reviews, design reviews, and change control activities;

- Manages outsourced work, consultants, vendors, and relationships.

#### REQUIRED SKILL-SET AND EXPERIENCE:

- Bachelor degree from an accredited college or university (preferably in Business Administration, Information Technology, etc.)
- 3-4 years' performing duties similar to those above
- 3-4 years project management experience
- Working in teams, task forces, etc.
- Directing/coordination work among teams, groups, etc.
- Developing and/or creating new or more effective ideas, approaches, etc.
- Developing and/or creating methods, procedures, training, etc.
- Selecting, developing, motivating, and managing subordinates
- Providing outstanding customer service
- Developing and maintaining positive customer rapport
- Organizational skills
- Excellent interpersonal and communication skills
- Ability to lift 15 – 25 pounds

## VIII. RECEPTIONIST

The purpose of this position is the responsibility of the front desk duties to include, answering telephone, greeting visitors, and receiving packages.

#### SCOPE OF WORK:

These tasks may include but are not limited to:

- Answer, address, and transfer incoming phone calls at the front desk.
- Greet all visitors and issuing badges
- Receive FedEx/UPS/DHL/etc. including logging all packages that come in for the day and notifying the recipient(s).
- Maintain the front lobby area in an appropriate manner.
- Occasionally work with programs such as Word & Excel.
- Other tasks as assigned by USAC management.

#### REQUIRED SKILL-SET AND EXPERIENCE:

- High School Diploma
- 3 – 4 years' experience with Microsoft Office Suite
- At least 3 years of administrative support work experience
- At least 4 years' experience answering busy telephones for office environment

## IX. SENIOR INTERNAL AUDITOR

#### PRIMARY PURPOSE OF POSITION:

The purpose of this position is to perform and lead advanced and specialized audits of the Universal Service Fund's contributors and beneficiaries, as well as the administrative areas of USAC.

#### SCOPE OF WORK:

- Planning and performing advanced and specialized compliance, financial, and operational audit work in accordance with applicable audit standard
- Providing the necessary corrective recommendations when deficiencies are discovered

- Preparing clear and concise audit workpapers, reports, and other communications to document audit procedures performed and exceptions noted
- Communicating audit results, in oral or written format, to the auditee, USAC management, USAC General Counsel and/or the Audit Committee
- Reviewing workpapers completed by audit team members
- Providing assistance and coordinating necessary audit efforts for whistleblower investigations as well as management requests and site visit follow-ups
- Providing feedback on staff performance
- Pursuing professional development opportunities, including external and internal training and professional associate memberships, and sharing information gained with co-workers to contribute to the growth and development of the Internal Audit Division
- Assisting in other internal audit special projects as needed
- Other duties, as assigned

#### REQUIRED SKILL-SET AND EXPERIENCE:

- Bachelor Degree from an accredited college or university (preferably in Audit, Accounting, Finance and/or Business)
- 3-4 years of experience performing duties similar to those above
- 3-4 years of direct work experience in regulatory and compliance audit and/or accounting
- You can prepare and deliver information in a concise and professionally written format, as well as present it in formal and informal settings
- You are a people person, with strong interpersonal skills to establish and maintain team-oriented working relationships with co-workers and external contacts while working seamlessly in a professional environment
- You are able to plan and conduct multiple projects concurrently
- You are able to handle confidential matters

## X. STAFF ACCOUNTANT I

#### PRIMARY PURPOSE OF POSITION:

The purpose of this position is to have responsibility for assigned USF accounting duties, including processing of cash collections, reconciliations of general ledger accounts, preparing prompt and accurate schedules, and assisting in month-end closing procedures.

#### SCOPE OF WORK:

- Responsible for daily accounting activity to include processing accounts payable activity, accounts receivable activity, and daily cash receipts posting and reporting;
- Produce bank reconciliations of USF DDA accounts and investment activity;
- Create month-end lead schedules and accompanying supporting schedules;
- Prepare monthly analysis and reconciliations and various research projects as necessary;
- Assist Senior Accountant in monthly close process;
- Prepare schedules and documents for internal and external audits.

#### REQUIRED SKILL-SET AND EXPERIENCE:

- Bachelor Degree
- 1 – 2 years' experience in accounting
- 1 – 2 years' experience in financial reconciliation, analysis and reporting
- Preparing and delivering information in a concise, accurate and professionally written format
- Preparing and presenting information in an informal setting
- Working in a team oriented environment
- Analyzing and developing solutions to problems
- Developing and maintaining positive customer rapport



- Strong computer skills and experience with Microsoft Office products
- Self-starter, able to identify errors or areas for improvement, provide recommendations and follow through to completion
- Excellent interpersonal and communication skills
- Ability to lift 15 – 25 pounds

## XI. STAFF ACCOUNTANT II

The purpose of this position is to have responsibility for assigned USF accounting duties, including processing of cash collections, reconciliations of general ledger accounts, preparing prompt and accurate schedules, and assisting in month-end closing procedures.

### SCOPE OF WORK:

- Responsible for daily accounting activity to include processing accounts payable activity, accounts receivable activity, and daily cash receipts posting and reporting;
- Produce bank reconciliations of USF DDA accounts and investment activity;
- Create month-end lead schedules and accompanying supporting schedules;
- Prepare monthly analysis and reconciliations and various research projects as necessary;
- Assist Senior Accountant in monthly close process;
- Prepare schedules and documents for internal and external audits.

### REQUIRED SKILL-SET AND EXPERIENCE:

- Bachelor Degree
- 3 – 4 years' experience in accounting
- 2-4 years' experience in financial reconciliation, analysis and reporting
- Preparing and delivering information in a concise, accurate and professionally written format
- Preparing and presenting information in an informal setting
- Working in a team oriented environment
- Analyzing and developing solutions to problems
- Developing and maintaining positive customer rapport
- Strong computer skills and experience with Microsoft Office products
- Self-starter, able to identify errors or areas for improvement, provide recommendations and follow through to completion
- Excellent interpersonal and communication skills
- Ability to lift 15 – 25 pounds

## XII. STAFF ACCOUNTANT II ACCOUNTSPAYABLE

### PRIMARY PURPOSE OF POSITION:

The purpose of this position is to assure that all USAC accounts payable and general ledger accounting functions are adhered to in accordance with USAC policy and procedures.

### SCOPE OF WORK:

- Responsible for performing accounts payable functions, general ledger accounting and month-end reconciliation.
- Receive, record, process all approved invoices accurately and in a timely manner.
- Monitor status and track return of invoices for accurate and timely EFT/check payment processing.
- Monitor, research and reply promptly upon receiving exception email alerts from the Bank to prevent unauthorized USAC payments.
- Review and process employee reimbursements and expenses in Concur within deadlines.



- Facilitate USAC Accounting month-end reclassification of accounts with appropriate handoff (*e.g., copies of invoices*).
- Provide documentation and research support in response to inquiries from vendors, auditors and other USAC division by due date.
- Generate monthly stale check reports and ad hoc reporting as assigned.
- Assist with data collection for trending analysis and other ad hoc reports as required.
- Assist with user acceptance testing for financial systems enhancement in Great Plains, business application integration and systems issue trouble-shooting when required.
- Assist with timely review and updates to document policies & procedures and internal controls, forms, templates and other USAC AP and GL worksheets for process enhancement.
- Scan documents for easy audit retrieval/inquiries of documents while adhering to paperless initiative.
- Maintain USAC AP binders with supporting corresponding documents in the centralized filing cabinet for easy retrieval on demand.
- Perform outreach to vendors receiving check payments for conversion to EFT payments
- Coordinate with Purchasing and other relevant parties for accuracy of purchase orders, ACH banking information and other vendor card updates in GP.
- Perform outreach to vendors for W-9 status, process 1099 requirements, and file details with IRS.
- Perform outreach to vendors for email addresses to facilitate electronic correspondence (*e.g., remittance statements*).
- Prepare data entry of monthly journal entries, monthly analysis and reconciliation of general ledger accounts.
- Other duties as assigned.

#### REQUIRED SKILL-SET AND EXPERIENCE:

- Bachelor Degree
- 3 – 4 years' experience in processing accounts payable in a computerized environment
- Comfortable using a variety of MS Office applications
- Direct work experience in Accounting or Finance
- Experience with Great Plains financial systems

#### SPECIAL SKILLS:

- Developing and/or creating methods, procedures, etc.
- Analyzing and developing solutions to problems
- Strong attention to detail with good follow-up skills
- Ability to process accounts payable functions end-to-end
- Dedicated tracking and reporting invoice and payment transactions
- Ability to team and work across divisions
- Ability to meet deadlines while maintaining a high level of accuracy
- Excellent interpersonal, communication, organization and computer skills
- Positive customer rapport
- Ability to lift 15 – 25 pounds

**ATTACHMENT 3**  
**SAMPLE TASK ORDER**

**TASK ORDER No. XX**  
**PROJECT ANALYST**  
**PROGRAM MANAGEMENT OFFICE (PMO)**

Name(s) of Key Personnel: TBD

Start Date: TBD

Rate (per hour): \$

Estimated Hours: TBD

NTE (dollar amount): \$

USAC Purchase Order: TBD

USAC Contact:

Consultant Contact:

**BACKGROUND:**

XXXX

The position's essential duties include the following:

- Coordinating successful delivery of audit assignments from eight external audit firms
- Verifying and validating task order invoices which include labor and travel expense
- Vetting project plans and manage and report on project tasks
- Performing as the primary contact for operations performance issues/resolution for IAD tools
- Performing the analysis, design and implementation of reports and dashboard/score-cards to communicate status and performance
- Introducing improvements to IAD processes and systems and project managing the implementation
- Documenting requirements to implement changes to IAD processes, systems, and data
- Developing user acceptance test cases and conducting user acceptance testing
- Preparing training materials of new functionality implemented in IAD tools or processes
- Embracing special projects and conducting analysis and report results in a clear and concise manner

Minimum Level of Education/Experience/Skills Required:

- 4 to 5 years of experience performing duties similar to those outlined above
- Bachelor's degree
- 2 to 3 years of experience in developing process models, metrics, and P&Ps
- 4 to 6 years of reporting on assigned projects
- 4 to 6 years of experience in creating dashboards and reports
- High level of proficiency in Microsoft Excel, MS Project, and PowerPoint
- Possess strong analytical and problem solving skills
- Can work effectively in a professional team environment and adapt to changing requirements

This Task Order is effective XXXX X, 2016 and is governed by and incorporated into the terms and conditions contained in the Temporary Administrative Services Agreement (USAC-HR-2016-09-027.XX) entered into by XXXX and USAC effective XXXX X, 2016.

**For: XXXX**

**Universal Service Administrative Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Contractor Weekly Status Report and Timesheet

Name: \_\_\_\_\_

Week Ending: \_\_\_\_\_

Company: \_\_\_\_\_

Total Hours: \_\_\_\_\_

**ACHIEVEMENTS:**

*[List the activities or deliverables that you completed this week, and the hours associated with each, using the table below.]*

Date	Project	Activities Summary	Hours	Location*

If location was not USAC offices, please indicate here.

**CHALLENGES/PROBLEMS**

*[List any challenges or problems that may affect your ability to complete your assigned tasks, and any solutions you propose to address those challenges or problems.]*

**ALTERNATIVE STRATEGIES:**

*[If the project schedule or scope is at risk, list any alternative strategies you are exploring.]*

By signing this timesheet, I certify the information above is true and correct.

**CONTRACTOR SIGNATURE:**

Offeror Contact Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name and Title of Contact: \_\_\_\_\_

**UNIVERSAL SERVICE ADMINISTRATIVE CO. SIGNATURE:**

USAC Contracting Official Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Printed Name and Title of Contact: \_\_\_\_\_

**ATTACHMENT 5**  
**USAC CONFIDENTIALITY AGREEMENT**

**USAC Confidentiality Agreement**

1. I recognize and acknowledge that as a, contractor, subcontractor, consultant, agent, or an employee or other representative thereof (collectively, "a Contractor") for the Universal Service Administrative Company ("USAC"), I may have access to Confidential Information, as that term is defined in Appendix A to this Confidential Information Use and Disclosure Agreement ("Confidentiality Agreement").
2. I acknowledge and agree that I will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. I acknowledge and agree that this obligation applies to the treatment of all Confidential Information to which I obtain access while working as a Contractor for or on behalf of USAC, regardless of the form of the Confidential Information or the manner in which I obtain access to it. I acknowledge and agree that my obligations with respect to confidential information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly, and information obtained pursuant to or outside of my job responsibilities if I obtained the information as a result of my relationship with USAC.
3. I acknowledge and agree that my obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue even if I am no longer a Contractor.
4. I acknowledge and agree that I will not use Confidential Information for any purpose other than a legitimate business purpose of USAC.
5. I acknowledge and agree that, except as provided in paragraphs 6 and 7 herein or as authorized by the USAC Chief Executive Officer or the USAC General Counsel, or in either one's absence, a respective designee, I will not disclose Confidential Information to any person or entity other than: (a) the provider of the Confidential Information at issue, or (b) an authorized Contractor who has executed a confidentiality agreement with USAC.
6. I acknowledge and agree that this Confidentiality Agreement shall not apply to requests for Confidential Information made by an employee of the Federal Communications Commission ("FCC"), except that I may not disclose Personally Identifiable Information (as that term is defined in Appendix A to this Confidentiality Agreement) without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.
7. I acknowledge and agree that, subject to the notice requirement in paragraph 8 below, this Confidentiality Agreement shall not prevent disclosure of Confidential Information in response to an official request from the Comptroller General of the United States, the Government Accountability Office, or the United States Congress or a Committee or Subcommittee thereof, except that I may not disclose Personally Identifiable Information without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.
8. I acknowledge and agree that if I receive a subpoena or any other request or demand for Confidential Information, I will take all reasonable and appropriate steps to ensure that the request is submitted within one business day of receipt, and prior to any disclosure of such information or records, to the USAC General Counsel, or in the USAC General Counsel's absence, a respective designee.
9. I acknowledge and agree that if I know or have a reasonable basis for believing that any Contractor

is using or disclosing Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify the USAC General Counsel.

10. I acknowledge and agree that if I intentionally or unintentionally disclose any Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify the USAC General Counsel.
11. I acknowledge and agree that if I am uncertain or have questions about my obligations under this Confidentiality Agreement, I will immediately seek advice from the USAC Director of Human Resources or the USAC General Counsel.
12. I acknowledge and agree that any violation of this Confidentiality Agreement may subject me to disciplinary action, including suspension or termination of employment, and civil and criminal liability.
13. I acknowledge and agree that signing this Confidentiality Agreement is a condition of my working as a Contractor for USAC. I acknowledge and agree that USAC may modify this Confidentiality Agreement and require me to execute the modified version.
14. I acknowledge and agree that upon completion or termination of my relationship as a Contractor for USAC, I will return to the USAC General Counsel, the USAC Director of Human Resources, or other person designated by either of them, any Confidential Information in my possession.
15. I acknowledge and agree that this Confidentiality Agreement is binding upon me as of the date of my signature, that any modification to this Confidentiality Agreement is binding on me as of the date that I sign such modified version, and that my obligations under the Confidentiality Agreement, including any modifications, continue through and beyond the termination of my position as a Contractor and for as long as I have in my possession, access to, or knowledge of Confidential Information. I further acknowledge and agree that USAC may, in its sole discretion, modify Appendix A and such modification(s) shall be effective and enforceable against me following written notice to me, which may be by any reasonable method, including but not limited to hand delivery, mail, courier service, email, or facsimile, and that my signature or agreement is not required for the modification to Appendix A to be effective and binding on me.
16. If any provision of this Confidentiality Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of the Confidentiality Agreement shall continue in full force and effect as if it had been executed without the invalid provision.

Acknowledged and agreed:

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT - APPENDIX A

Personally Identifiable Information is defined as information whose disclosure would constitute an unwarranted invasion of personal privacy, including but not limited to, personnel records, salary and compensation information, medical records, social security number or residential address. In the event of a question about whether disclosure would constitute an unwarranted invasion of personal privacy, the USAC General Counsel or his or her designee will use for guidance the standards set forth in 47 C.F.R. § 0.457(f) and decisions made thereunder.

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as "Information") and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal USAC management matters, including but not limited to USAC program integrity procedures, if disclosure is reasonably likely to interfere with or prejudice the performance of the internal USAC management functions.
2. Information related to the development of statements of work or evaluation criteria for USAC or FCC procurements (but not final solicitation or procurement documents that are formally released to one or more prospective bidders or offerors), contractor bids or proposals, evaluation of bidders or offerors, selection of contractors, or the negotiation of contracts.
3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute
  - (a) requires that the information be withheld from the public in such a manner as to leave no discretion on the issue, or
  - (b) establishes particular criteria for withholding or refers to particular types of information to be withheld. Such information includes copyrighted or trademarked information.
4. Information containing trade secrets or commercial, financial or technical information that (a) identifies company-specific (i.e., non-aggregated) proprietary business information about a Universal Service Fund (USF) contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning USAC relationships with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.
6. Information regarding or submitted in connection with an audit or investigation of a USF contributor, potential USF contributor, USF beneficiary, applicant for USF support, or USAC Staff Person.
7. Information to which USAC, the FCC, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects USAC, FCC or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not limited to internal USAC information, information exchanged between USAC and the FCC or another government agency and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of USAC, the FCC, other government agencies, and their respective staff.
8. Information that was submitted with a corresponding written request for confidential treatment, protection, or nondisclosure, including, but not limited to, submissions marked "proprietary," "privileged," "not for public disclosure," or "market sensitive information," unless and until such request is denied.

9. Information developed in security investigations. Such information is the property of the investigative agency and may not be made available for public inspection without the consent of the investigative agency.