

USAC SOLICITATION FOR

**Internal Audit Division Beneficiary
Co-Sourcing**

CONTRACT INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Contract Number: USAC-IA-2016-09-027.X
Award Effective Date: February XX, 2017
Contract Period of Performance: February XX, 2017 - Month XX, 2018 (**Base Period**)
Solicitation Number: USAC-IA-2016-09-027
Solicitation Issue Date: October 26, 2016
Offer Due Date: **December 05, 2016, by 11:00 AM ET**

CONTRACT ISSUED BY:

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

USAC CONTACT INFORMATION:

Keami Estep
Procurement Specialist, III
P: 202-423-2654
E: rfp@usac.org

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 to acquire labor services from external audit firms to support USAC in the compliance audit program activities of Universal Service Fund (“USF”) beneficiaries to ensure compliance with auditing standards and objectives. The services to be performed will be under the direction of the management of the USAC Internal Audit Division (“IAD”).

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

The general objective of the Beneficiary and Contributor Audit Program (BCAP) is program oversight to support the effective and efficient implementation of the USF and to help ensure that entities receiving support or paying into the USF are in compliance with program rules. Program beneficiaries receive support in widely varying amounts, from a few hundred dollars annually to more than \$10 million. USF contributors' (i.e., telecommunications companies) service revenues range from a relatively *de minimis* amount (< \$10,000) to over \$49 billion annually.

The purpose of this procurement is to acquire labor services from external audit firms to support USAC in the compliance audit program activities of USF beneficiaries to ensure compliance with auditing standards and objectives. The services to be performed will be under the direction of the management of the USAC Internal Audit Division ("IAD").

The audits are designed to: (1) assess compliance by USF beneficiaries with applicable law; (2) deter waste, fraud, and abuse by beneficiaries of the universal service programs; (3) detect waste, fraud, and abuse by beneficiaries to the USF; and (4) identify areas for improvement in the compliance of beneficiaries with applicable law and in the administration of the USF. IAD will manage and provide direction to individuals selected to augment the IAD organization to accomplish the audit objectives and scope for the audit program. USAC IAD will also provide the contracted individuals the procedures, reasonably necessary training, and guidance on the subject areas included with the audits.

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.VI.

I. TYPE OF CONTRACT

This is a multiple award, Labor Hour based contract. USAC intends to award multiple contracts under this procurement. 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. CONTRACT TERM

The term of this Contract shall be for one year with two (2) one-year renewal options, for a total possible term of three years ("Contract Term"). The option periods may be exercised only by USAC, in its sole discretion. The term of this Contract shall commence on the Effective Date stated on Cover Sheet.

III. CONTRACT MINIMUM AND MAXIMUM VALUES

A. CONTRACT MINIMUM AMOUNT

The estimated maximum value of the contract for the base year is \$3,232,000.00; \$3,329,000.00 for option year 1; and \$3,429,000.00 for option year 2. The total value of this Contract during the Contract Term shall not exceed \$9,990,000.

IV. WHERE THE WORK TAKES PLACE

All required Contract Services must be performed within the United States. The Contract requires Services be performed at USAC's office.

- Services requiring work at USAC's office, One Metro Center, 700 12th Street, NW, Suite 900, Washington D.C. 20005, USAC shall provide appropriate work space, laptops and appropriate access to its computer network, including audit and timekeeping software, for duties performed at USAC headquarters and remotely as USAC may, at its sole discretion and on a case-by-case basis, allow telecommuting. **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.**
- All Contractor personnel that perform work on site at USAC shall complete the USAC's Visitor Form, [USAC Visitor Form](#) and wear a badge while on premises.

V. 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").

VI. SCOPE OF SERVICES

- A. Contractor shall provide full-time personnel to provide co-sourcing services for IAD by performing performance audits and other audit projects.
- B. Contractor shall provide full-time personnel meeting or exceeding the qualifications listed in the Position Descriptions set forth in Section D, **Attachment 1**. Contractor shall propose personnel for the following labor categories:
 - a. Manager/Supervisor Auditor
 - b. Senior Auditor
 - c. Staff Auditor
- C. Contractor shall provide up to 24 full-time personnel for the following positions:
 - a. (2) Manager/Supervisor Auditor; and
 - b. (12) Senior Auditor; and
 - c. (10) Staff Auditor

Personnel accepted could be comprised of personnel from all awardees under this multi-award contract.

- D. Contractor shall perform all work under the contract at the direction and supervision of USAC IAD Management regarding their day-to-day duties under the contract. All Contractor personnel assigned to contract shall, in addition

to meeting the position-specific minimum qualifications, have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.

- E. Contractor Manager/Supervisor shall perform administrative duties of the Contractor and USAC personnel, and manage and coach such personnel to perform in a professional manner and deliver quality work products. USAC reserves the right to release an individual if their level of performance does not meet the quality and professional standards expected of same level USAC employee. In such instance, Contractor will provide resumes for potential replacement personnel within 10 business days of formal notice of release.
- F. Contractor must notify USAC immediately once it has information that any contractor personnel plans to terminate his/her employment, or move into a different role or position with Contractor. In either instance, Contractor will provide resumes for potential replacement personnel within 10 business days of formal notice of termination. It is USAC's expectation that personnel proposed for specific labor categories will remain in the awarded labor category throughout the duration of the current contract period.
- G. Contractor personnel assigned to the contract shall be available for full-time commitment to USAC during the term of the contract. Contractor personnel assigned to the contract shall maintain a weekly work schedule consistent with USAC normal working hours and business practices. Work schedules for assigned personnel will be approved by USAC's COTR. Contractor personnel are expected to comply with all of USAC's policies and procedures, including but not limited to the performance of audits, use of computer equipment, and conduct in the workplace.
- H. USAC observes the follow Federal Holidays where USAC offices are closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The following Federal Holidays where USAC offices are open are: Martin Luther King, Jr., President's Birthday, Columbus Day, and Veterans Day. Contractor personnel will be able to observe these holidays under USAC's Floating Holiday policy.
- I. All personnel proposed by Contractor for work must meet or exceed all the qualifications for their respective position set forth in Attachment 1, and must have successfully undergone a federal and state criminal background check within thirty days of submission of the Request for Proposal. Contractor shall make the criminal background check available to USAC upon request.
- J. All personnel proposed by the Contractor shall be employees of said contractor and not of independent contractor or temporary employee status

VII. KEY PERSONNEL

All Contractor personnel accepted by USAC at the time of award are considered Key Personnel. Removal of Key Personnel shall follow the procedures outlined in Section VI.F above.

VIII. USAC AND CONTRACTOR ROLES AND RESPONSIBILITIES

- A. Contractor personnel assigned to this procurement must be an employee in good standing of a licensed accounting/audit firm (“firm”) that complies with American Institute of Certified Public Accountants (“AICPA”) professional standards. Contractor personnel must be familiar with applicable FCC regulations governing the USF and the particular universal service support mechanism under which the audited beneficiary is receiving support.
- B. Contractor personnel must have pre-existing knowledge of GAGAS and experience with performing GAGAS-compliant audits. Audits must be conducted in accordance with Generally Accepted Government Auditing Standards (“GAGAS”) issued by the Comptroller General of the United States (December 2011).
- C. Contractor shall provide professional resumes of all personnel being proposed to conduct the contracted services. The resumes must include at a minimum professional credentials, experience in the telecommunications sector, and experience auditing. Multiple resumes shall be submitted for each position to allow USAC to select the most qualified individuals to participate in this statement of services.
- D. USAC reserves the right to interview any proposed personnel submitted to perform the contracted services to make their personnel selection.
- E. Contractor personnel shall perform all the services identified in Section VI above, and any tasks assigned by the USAC COTR, that reasonably fall within the scope of the request for services, to the reasonable satisfaction of USAC.
- F. Contractor personnel must be available for travel to perform services at beneficiary locations when needed.
- G. Contractor personnel assigned to perform stated services shall prepare and submit weekly status reports and timesheets to USAC’s COTR logging the actual hours worked and a description of the services rendered. Contractor personnel will use USAC provided templates to report status and time for the week and record and collect the information within USAC specified systems.
- H. USAC will provide training to the Contractor personnel who will perform the beneficiary audits. This training will be comprised of two elements: (1) overview of FCC applicable rules, orders and instructions, set forth primarily in 47 C.F.R. Part 54, as well as in other FCC rules and FCC orders, (collectively, “the Rules”), in addition to the FCC Forms that are required to be completed and certified by beneficiaries; and (2) examples of what could be audited to identify areas of non-compliance with program rules and amounts of recoverable funds. Training on GAGAS will not be provided. Contractor personnel must have pre-existing knowledge of GAGAS and experience with performing GAGAS-compliant audits.

XI. TRAVEL

- A. Contractor personnel may be required to travel to beneficiary locations to perform required field work for an audit. In accordance with the terms and conditions of the Contract and [USAC’s Travel Expense Policy](#). USAC will be responsible for the all travel arrangements made under the contract.
- B. USAC will not reimburse Contractor personnel for travel expenses incurred to perform services at the USAC headquarters located at 700 12th Street NW, Suite 900, Washington, DC 20005. The travel expenses that will not be reimbursed include and are not limited to transportation, lodging, and meals.

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-. “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 and keami.estep@usac.org. Contractor shall submit an electronic invoice to the address designated in the Contract to receive invoices. Invoices shall be submitted by the 5th of each month.

(b) Contractor shall submit proper invoices to: Universal Service Administrative Company, Attn: Accounts Payable, 700 12th St. NW, Suite 900 Washington, DC 20005. To constitute a proper invoice, the invoice must include, at a minimum the following information and/or attached documentation:

- I. Name and address of Contractor;
- II. Invoice date and number;
- III. Contract Number: USAC-IA-2016-09-027.X
- IV. PO Number: **PO16XXXX**
- V. Description, quantity and dates of the Deliverables accepted and the Services performed, including time records during the invoice period of performance, and for each labor category billed, the number of labor hours performed by labor category and the percentage this number represents of the monthly budgeted hours for each labor category;
- VI. A statement of the total labor charges incurred during the pay period, and the percentage this amount represents of (i) the total monthly budgeted labor hours and (ii) the total NTE set forth in section II, above.
- VII. Any other substantiating documentation or information as reasonably required by USAC;
- VIII. Name and address of official to whom payment is to be sent;
- IX. Name, title, and phone number of person to notify in event of invoice or payment issues; and
- X. Electronic funds transfer (EFT) banking information. 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.

VI. PAYMENT/RATES

Contractor shall be paid for services performed on a labor hour basis using the labor categories and fixed hourly rates set forth in **Attachment 2**. 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 must remain in their respective positions throughout the term of the Contract, 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:

- 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
- 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 thereof (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. 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.

XXIX. 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.

XXX. 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 12th Street, NW, Suite 900 Washington, DC 20005.

If to Contractor: See the fully signed Solicitation/Contract Order for Commercial Items Cover Sheet.

XXXI. 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.

XXXII. 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: Positions Descriptions
- Attachment 2: Key Personnel & Pricing Schedule
- Attachment 3: 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 11:00 AM ET on **December 05, 2016** (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to 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

Revised Schedule

October 26, 2016

November 16, 2016

November 18, 2016

December 05, 2016

Event

RFP Released

Deadline for submitting written questions to USAC at rfp@usac.org

USAC’s response to written questions.

Proposals due to USAC by 11:00 AM ET.

Questions regarding the RFP must be emailed to rfp@usac.org by December 05, 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.

D. AMEND, REVISE OR CANCEL RFP

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

A. 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.

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.VI., 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) Corporate Resource and Experience

The proposal shall contain a concise description of the principal business of the Offeror and all Subcontractors and affiliated individuals or firms proposed to assist on this engagement, and should discuss the Offerors capabilities for performing this Contract, including personnel resources and project management capabilities. Additionally information regarding Offerors capability should include the following:

- (i) Experience in conducting audits in accordance to GAAS and GAGAS.
- (ii) Experience providing audit or related services for operation of telecommunications services or information technology.
- (iii) Experience, if any, with state universal service funds or with federal USF beneficiaries or one or more of the Universal Service Support Mechanisms (e.g. High Cost Program, Low Income or Lifeline Program, Rural Health Care Program or Schools and Libraries Program).
- (iv) Describe how the Offeror's prior experience would impact efficiency in achieving the Contract objectives.
- (v) Describe how your firm will onboard key personnel, including estimated timing, and the process for replacing key personnel, including estimated timing.

(2) 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) Identify by name all key personnel and their proposed roles in performing the services. For each of these individuals, please provide a resume (not to exceed two pages) that includes their educational background, relevant job experience, GAGAS training and a list of specific relevant efforts they have supported and references. At a minimum, Offerors proposed key personnel must include two Manager/Supervisor Auditing Services, twelve Senior Auditors and ten Staff Auditors.
- (ii) If Offeror has information that any such key personnel anticipate(s) terminating his or her employment, or moving into a different role or position with Offeror, Offeror shall identify such personnel within 10 business days and include the expected date of the termination or change in the proposal.

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.

D. PRICE (VOLUME IV)

This volume must include:

- A cover page, as outlined above.
- Completed pricing information in Attachment 2: Pricing Schedule.
 - 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 base and all option years, except that the Contractor may offer discounts to the labor rates at their discretion.

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 5 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
 - Corporate Resource & 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 Pricing Schedule. 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.
- **Discussions/Interviews:** After technical evaluations, USAC's IAD Management will conduct interviews of proposed candidates of the top three (3) Technically Acceptable proposals. USAC Procurement Specialists will notify offerors of the top selected offerors within 2 business days of selection. Selected firms will work to coordinate and confirm interviews with Procurement Specialists within 1-week of notification. Proposed candidates must be available for on-site interviews at USAC headquarters located at 700 12th Street NW, Suite 900, Washington, DC 20005. Travel expenses for interviews will be at the offerors expense.

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.

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

Labor Category Position Descriptions

Name/Title	Minimum Education	Minimum Experience	Functional Responsibility
Manager/Supervisor Auditing Services	Bachelor's Degree in Accounting, and/or Finance; and CPA or CIA.	6 years of applicable accounting and auditing experience, including 4 years of management experience; telecommunications industry experience preferred	<p>Organizes and directs overall engagement performance. Ensures that goals and objectives are accomplished within prescribed timeframe and funding parameters. Performs as direct liaison between contractor and USAC personnel and USAC IAD Management. Responsible for day to day management of contractor and USAC personnel and resolves staffing and work related issues. Monitors project performance and staff relationships.</p> <p>Responsible for providing effective oversight of multiple compliance audits concurrently in accordance with Generally Accepted Government Auditing Standards (GAGAS). Responsible for work products being completed as scheduled and meet audit quality standards. Supervises and reviews work products prepared by senior and staff personnel and approves all deliverables prior to submission to USAC IAD. Responsible for assigning work tasks and coordination of subordinate activities. Performs first-line issue resolution. Provides updates on engagement progress and manages the delivery of weekly status and labor hour reporting from contractor personnel to the USAC IAD. Conducts on-site quality control inspections as needed.</p>
Senior Auditor	Bachelor's Degree in Accounting, and/or Finance	4 years of applicable accounting and auditing experience including one year of experience in a supervisory capacity; telecommunications industry experience preferred	Responsible for planning and performing multiple compliance audits concurrently in accordance with Generally Accepted Government Auditing Standards (GAGAS). Reviews work products of more junior staff. Main audit point of contact for assigned audits. Delivers the entrance and exit conferences and other audit communications. Prepares clear and concise audit workpapers, reports, and other communications to document audit procedures performed and exceptions noted for senior and management approval.
Staff Auditor	Bachelor's Degree in Accounting, and/or Finance	2 years of applicable accounting and auditing experience; telecommunications industry experience preferred	Responsible for planning and performing multiple compliance audits concurrently in accordance with Generally Accepted Government Auditing Standards (GAGAS). Main audit point of contact for assigned audits. Delivers the entrance and exit conferences and other audit communications. Prepares clear and concise audit workpapers, reports, and other communications to document audit procedures performed and exceptions noted for senior and management approval.

Labor Category	Rate	Number of Hours (1920 hrs * each FTE)	Estimated Costs (Option Year 1)
Manager/Auditing Services (2) FTE	\$	3,840	
Senior Auditor (12) FTE	\$	23,040	
Staff Auditor (10) FTE	\$	19,200	
Total Estimated Labor Costs			

Labor Category	Rate	Number of Hours (1920 hrs * each FTE)	Estimated Costs (Option Year 2)
Manager/Auditing Services (2) FTE	\$	3,840	
Senior Auditor (12) FTE	\$	23,040	
Staff Auditor (10) FTE	\$	19,200	
Total Estimated Labor Costs			

ATTACHMENT 3
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.