

USAC SOLICITATION FOR

USAC Management Consulting Services

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-FI-2016-06-014
Solicitation Issue Date: April 29, 2015
Offer Due Date: May 16, 2016 by 4:00 PM ET

CONTRACT ISSUED BY:

Universal Service Administrative Company (USAC)
2000 L Street NW, Suite 200
Washington, DC 20036

USAC CONTACT INFORMATION:

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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: _____

USAC SIGNATURE:

USAC Contracting Official Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____

SECTION A:

About Us and the Work

OVERVIEW OF THE PROJECT

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. Our company is in the midst of a dramatic transformation to ensure that we are configured to achieve this goal.

We are seeking collaborative, best-in-class, partners to assist in the organizational development and design of our programs and program support units.

WHY USAC EXISTS

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. People who live in rural areas need access to phones just as much as those in urban areas, and they need it to be affordable.
- 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 connects funds that enable these communities to have the opportunity to be a part of the same network system those in urban areas or well-funded school districts and health care systems take for granted. These funds fill an incredibly important gap in the market.

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.

USAC 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. USAC'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.

CURRENT STATE

In the past year, we've revitalized our mission and strategy. At the heart of our strategy is providing stellar, intuitive support for our stakeholders to help them be successful, and enabling easy dialogue with them in all we do. We are in the process of redesign across our entire organization. In order to drive this change, we require assistance solving problems, reaching our goals, and learning new problem-solving skills we can use in the future.

We currently have a need for experienced consultants to partner with us and perform services on a task order basis for organizational design and development, on often tight and short noticed schedules.

THE SOLUTION

USAC's goal with this work is to build a group of consultants who can help us 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 to collaborate with companies that are passionate about the mission and vision of universal service, and who are experts in the services outlined in Section B.VII.

SECTION B:

Work Specifications

USAC's goal with this procurement is to build a group of consultants 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. Contractors may invoice for up to 10% of the total task order value in travel expenses, provided Contractor complies with [USAC travel policies](#).

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 Purchasing 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, June 1, 2016.

IV. CONTRACT MINIMUM AND MAXIMUM VALUES

A. CONTRACT MINIMUM AMOUNT

The guaranteed minimum amount for each Contract awarded under this solicitation is \$100.00. 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 Contract minimum amount.

B. CONTRACT MAXIMUM AMOUNT

- The maximum value (ceiling price) of each contract, for the base period and each option year is not-to-exceed \$3,000,000.
- The total value of all task orders under this Contract, during the entire Contract Term, shall not exceed \$9,000,000.

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, currently 2000 L Street NW, Suite 200, Washington, DC 20036, will include appropriate work space and appropriate access to USAC's computer network. USAC anticipate moving its headquarters from the L Street address to One Metro Center, 701 13th Street, NW, Suite 900, Washington D.C. 20005 in early summer 2016.
- 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 consultants 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.
- Each task order will outline the invoicing and reporting instructions required specifically for that project.

A. STEPS FOR EACH TASK ORDER

Contractor shall perform the following steps which are necessary for task order award, in order to be selected for consultant services at USAC:

1. Contractor may submit one proposal in response to each task order request for proposal (TORP), see Attachment 3, Sample TORP, which must include the following information:
 - Each proposal volume 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.
- 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 the task order. Pricing information should not appear in the Executive Summary.
- Explanation of Offeror’s understanding of the task order’s project and project objectives.
- In-depth discussion of Offeror’s technical approach process and approach to achieving the project goals, objectives, and/or deliverables.
- A list, by name, of all key personnel, along with the labor category they will fill. For each key person, provide a biography that includes his/her educational background, job and related experience, a list of specific efforts he/she has supported, and references.
- A detailed and comprehensive production schedule that includes a proposed schedule and approach for managing and providing the Services and Deliverables required by the task order. Offeror should also outline any deviations from the task order defined Deliverables or objectives.
- Hourly breakdown of each key personnel.
- Total not to exceed labor hour cost for the project
- USAC will award each task order to the responsible Offeror whose offer conforming to the task order will be most advantageous to USAC, price and other factors considered. The evaluation factors will be identified in the TORP and will include, at a minimum, technical and price factors, with technical being more important than price. **Technical:** The technical sub factors may include the following which are listed below in descending order of importance:
 - a. Technical Approach
 - b. Experience.
 - c. Key Personnel
 - d. Production Schedule
 - e. Quality of work on prior task orders
- **Price Evaluation:** USAC will evaluate price based on the total not to exceed cost of the project described in the task order. However, price is the least important evaluation factor and the Contract(s) may not be awarded to the lowest priced Offeror. Price may become a more important selection factor if the ratings for the technical factor are the same or very close to the same for the top-rated offerors. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed ceiling and 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.

VIII. SCOPE OF SERVICES – SERVICE CATEGORIES

USAC is looking for consultants to assist in one or more of the following Service Categories, in problem solving, reaching our goals, learning new problem-solving skills to help us in the future, and expanding the knowledge and effectiveness of our employees to accomplish more successful organizational change and performance. To that end, for each of the below Service Categories, we are receptive to recommendations and alternate solutions. Contractors will be permitted to engage in task order competitions for any of the following Service Categories, provided they were awarded a Contract to compete for task orders in the particular Service Category.

A. STAKEHOLDER STRATEGY DEVELOPMENT AND IMPLEMENTATION:

The Contractor will identify and map USAC stakeholders and their information needs using qualitative and quantitative research. This work may include process or touchpoint mapping for internal and external users and stakeholder personas that the organization will use on an ongoing basis. The Contractor's final deliverable must be approved by USAC and must be in a modifiable format that USAC can easily use for other purposes, including developing other customer-centric tools and support. This includes creating a set of tools and clear guidelines for telling the USAC story through:

- USAC's website;
- USAC's communication plans;
- USAC creative development and production;
- USAC program-specific outreach strategies;
- Two-way dialogue, interaction and feedback loops with internal and external stakeholders;
- A positive and consistent customer experience across the organization;
- Partnerships with program line staff in the delivery of stakeholder engagement and customer service programs.

B. ONGOING BRAND DEVELOPMENT:

The Contractor may be responsible for assisting in system-wide applications of behavioral science knowledge to the planned development and reinforcement of USAC's organizational strategies, structures, and processes for improving our organizational effectiveness, for instance:

- Consulting with USAC program and program support divisions to improve effectiveness; specifically, assessing exact needs, developing and implementing strategic planned change efforts to link goals, skills and processes to USAC's overall mission, vision and strategy.
- Gather data (via interviews, surveys & observations), define issues and determine a suitable course of action. Assessing each division to create an understanding of the current situation and to identify opportunities for change that will meet USAC's business objectives.
- Evaluate the ways in which employees communicate and work together and facilitate any technical or procedural issues that need resolution.
- Develop staff, faculty and administrators to create a culture of excellent service and leadership across all levels of instruction, research, service and outreach.
- Creative support for content, visual design and media production to further build out our written and visual communications and to provide staff augmentation as needed.

C. USER EXPERIENCE STRATEGY AND DESIGN:

The contractor will be responsible for supporting USAC's User Experience (UX) efforts, including user-centered redesigns of platforms, systems, tools, applications, and forms, as well as designs of any of these. These projects may focus on internal and external stakeholders and users, and Services will be used generally augment USAC UX team members with the following types of projects:

- User experience strategy
- Design, deployment and analysis of usability tests
- Persona development, user flows or consumer journeys
- Site architectures and taxonomies
- Content audits
- Heuristic analysis
- Wireframing and prototyping
- Development of a pattern library

D. HUMAN CAPITAL

Human capital consultants may be responsible for addressing human resource management (HR) issues and advising on HR matters. Consultants may be responsible for assisting USAC with strategically integrating effective processes, programs, and practices into our daily operations, including, but not limited to:

- Evaluating career paths and pay bands, including employee performance and (management and staff) core competencies, goals, and objectives
- Maximizing USAC's employee performance, by recommending and implementing best practices and/or services, including assessing employee incentive and reward programs
- Providing recommendations, coordinating the creation and implementation of action and /or corrective plans, and when required, organizing and coordinating cross-functional teams to assist with developing and implementing performance improvement corrective plans, programs or processes
- Assisting in the design, evaluation, and recommendations for change, based on employee engagement surveys
- Assessing the structure of program and their support teams to address USAC's organizational and team effectiveness and when required, support program transitions, including sourcing and recruiting potential candidates for staff, management and leadership positions

E. STRATEGY AND ORGANIZATIONAL DEVELOPMENT

The Contractor may be responsible for strategic and operational improvement services including:

- Supporting strategy development, business process re-engineering, governance, risk management, and performance management
- Advising on opportunities to improve organizational design to create the right organizational and divisional structures
- Providing expert facilitation services to support USAC's corporate and division-level strategic planning process
- Operating program management offices and providing project management expertise to advance the organization's strategy execution capabilities

F. DATA ANALYTICS

The Contractor may be responsible for providing a range of data analyses, information design, and geographic information systems (GIS) services, including:

- Acquiring, processing, and transforming data into relevant information products and insights in a variety of formats
- Helping to mature the organization's capabilities in data visualization and dissemination to a range of audiences
- Integrating GIS capabilities as a core component of the data strategy
- Advancing the organization's data analytics strategy, operating model, and capabilities
- Developing dashboards and key performance indicators (KPIs) to support strategic and operational measurements
- Benchmarking operational and program activities to identify opportunities for improvement
- Training on data analytics tools and building internal capacity to interpret data and prepare quality information products
- Assisting with data life-cycle analyses to identify opportunities for improvements
- Creating workflows and processes on open data and feedback loops to promote transparency and confidence in the organization.

G. CHANGE MANAGEMENT:

The Contractor may be responsible for predicting, measuring, and managing risk associated with USAC strategic initiatives and business changes:

- Identify behaviors that drive the most results, and reinforce them with timely, positive and consistent consequences
- Build motivation for the change by shifting communication toward a two-way dialogue
- Assist in creating a clear and captivating vision for USAC's future
- Ensure that USAC management and leadership are aligned and committed to USAC's vision and motivated to involve the entire organization
- Develop a realistic transformation plan
- Establish a structure to ensure effective, efficient, and decision-making
- Create a plan for measuring progress.

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.

X. LABOR CATEGORIES

The Contractor shall provide consultant staffing for one or more of the following labor categories, for one or more of the consulting services defined in above Section B.VIII:

1. Associate Consultant
2. Consultant
3. Engagement Manager
4. Engagement Director

XI. COMMUNICATION

- Project Kick-Off Meetings
 - Key personnel must be able to travel to USAC's office for a project kick-off meeting, to be scheduled by the USAC Manager overseeing the task order. This meeting should occur within one week of the task order Effective Date.
- Status Meetings
 - Key personnel must be willing to travel to USAC's office in accordance with the requirements of each task order
- Milestone Status Meetings
 - Key personnel must be prepared to present each deliverable either in-person or via webcast meeting. For revision rounds, the Contractor's key personnel should be prepared to walk through any editing round questions via phone.
- Accessibility
 - Key personnel must be accessible via telephone or email during USAC's normal business hours, Monday through Friday (9:00AM-6:00PM ET).

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-FI-2016-03-014. “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 default under section C.VX, 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-D, including the attachment 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. 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-FI-2016-03-014, 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 2**. 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 2 and estimated hours for performance. USAC will pay invoices submitted in accordance with Section 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. Contractor represents and warrants that the labor rates are equal to or less than the rates offered to the Government on Contractor's GSA Schedule (e.g., MOBIS) for similar labor categories and services or, if the Contractor does not have an applicable GSA Schedule, the rates offered to its most favored customer. Contractor agrees that any future reductions in the labor rates or any discounts to the labor rates offered on its applicable GSA Schedule or to its most favored customer subsequent to the award of this contract or award any task order will be applied to the labor rates on this Contract and any current or future task order. 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 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 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 forgoing 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 purchasing 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: Senior Manager of Purchasing Universal Service Administrative Company, 2000 L Street, NW, Suite 200 Washington, DC 20035.

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

SECTION E:

Work Specifications

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.

Offerors may bid on one or more of the Service Categories described in Contract § B.VIII. Offeror shall clearly identify the Services Categories for which it is competing within its proposal and shall fully address each identified Service Category within its proposal. Offeror shall submit only one proposal and may identify more than one Service Category within the proposal.

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 Becca Wray, USAC Purchasing Department, no later than 4:00 PM EST on Monday, May 16,, 2016 (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to rfp@usac.org.
 - The subject line must include the Solicitation Number of this RFP.

Inquiries may be emailed to rfp@usac.org, or call (202) 776-0200 and request to speak with Becca Wray on the Purchasing team.

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.

C. 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 for each of the Service Categories specified in the RFP § B.VIII. 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.

A. MULTIPLE AWARDS

USAC may consider Offeror's proposal for all, some or none of the Services Categories identified therein and, similarly, may award contracts to Offeror for all, some or none of the Service Categories identified in the proposal.

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 highlighted statement identifying the Service Category(ies) for which the Offeror has submitted its proposal;
- 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. A statement identifying the Service Categories for which the Offeror is seeking a contract award. 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 Service 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.
 - This technical proposal should not only provide detailed information about how the requirements of the RFP will be fulfilled, but also how the Offeror intends to partner with USAC to accomplish the goals set forth in Section A and B of this RFP. Any deviations from, or exceptions to, the requirements contained in this RFP must be clearly identified in a separate section entitled "Exceptions to RFP Terms and Conditions."
 - 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 Offeror's expertise in performing engagements of this type and commitment to partnership with USAC, as illustrated by the Offerors description of how it proposes to staff and manage the individual task orders for each Service Category the Offeror is bidding on.
 - In-depth discussion of Offeror's experience providing services in each of the Service Categories identified by Offeror in its proposal.
- A discussion of the Offeror's capabilities for performing this Contract including the ability to staff task orders, and resource and project management capabilities. This should address the following:
 - Your firm's experience in performing consulting services similar to the services and deliverables required by USAC under the Service Categories described in Section B.
 - Your firm's experience managing across corporate-level IDIQs.
 - A short narrative regarding management consulting projects, similar in scope to this one, for corporate, government, and nonprofit entities, performed in the last three years.
 - Your firm's approach to managing similar IDIQs. Please also include experience in agile environments, including experience in communicating and managing teams in an agile environment.

- A list, by name, of all key personnel for each Service Category identified in Section B.IX. For each key person, provide a resume (not to exceed two pages) that includes his/her educational background, job and related experience, a list of specific efforts he/she has supported, and references. Resumes must include experience similar in scope and size to this requirement.
 - If the Offeror currently has on staff personnel who meet the qualifications for the position(s) identified in Attachment 2, 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.

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 *each* Service Category the Offeror is bidding on, 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 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.

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

Bid Sheet

This quote is submitted by the undersigned company ("Company"), who agrees to provide personnel for the positions and at the prices set forth below, in accordance with the terms and conditions of Contract No. USAC-FI-2016-03-014. This bid sheet is valid for 120 days from the date set forth below.

Submitted by:

Company Name: _____

Authorized Representative: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Item No.	Job Title	Quantity	Unit	Unit Price - Year 1	Unit Price - Year 2	Unit Price - Year 3
Stakeholder Strategy Development and Implementation Consulting Services						
1	Associate Consultant	1	Hour			
2	Consultant	1	Hour			
3	Engagement Manager	1	Hour			
4	Engagement Director	1	Hour			
Ongoing Brand Development Consulting Services						
5	Associate Consultant	1	Hour			
6	Consultant	1	Hour			
7	Engagement Manager	1	Hour			
8	Engagement Director	1	Hour			
User Experience Strategy and Design Consulting Services						
9	Associate Consultant	1	Hour			
10	Consultant	1	Hour			
11	Engagement Manager	1	Hour			
12	Engagement Director	1	Hour			
Human Capital Consulting Services						
13	Associate Consultant	1	Hour			
14	Consultant	1	Hour			
15	Engagement Manager	1	Hour			
16	Engagement Director	1	Hour			
Strategy and Organizational Development Consulting Services						
13	Associate Consultant	1	Hour			
14	Consultant	1	Hour			
15	Engagement Manager	1	Hour			
16	Engagement Director	1	Hour			
Data Analytics Consulting Services						
13	Associate Consultant	1	Hour			
14	Consultant	1	Hour			
15	Engagement Manager	1	Hour			
16	Engagement Director	1	Hour			
Change Management Consulting Services						
13	Associate Consultant	1	Hour			
14	Consultant	1	Hour			
15	Engagement Manager	1	Hour			
16	Engagement Director	1	Hour			
						Total
						Lead time from date of purchase
						Other (describe)
						Total Firm-Fixed Price

Accepted by USAC:

Signature: _____

Print Name: _____

Title: _____

Contract Effective Date: _____

Management Consulting Services

Position Descriptions

I. ASSOCIATE CONSULTANT

EXPERIENCE & EDUCATION

- Minimum of 2 years experience and Bachelors Degree

Possesses knowledge, some experience, and capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. Supports the development of solutions to address organization's challenges. Supports project objectives and helps assess the impact of industry trends, policy, or standard methodologies. Conducts activities in support of project team's objectives. Works closely with Consultants.

THOUGHT: GENERATES KEY HYPOTHESES AND IDENTIFIES DATA REQUIREMENTS

LEADERSHIP: GATHERS AND LEVERAGES REQUIRED FACTS AND INFORMATION

ANALYSIS: DEVELOPS INTEGRATED CONCLUSIONS AND INSIGHTS; IMPLEMENTS ACTIONS IN SUPPORT OF DEFINED AGENDA AND PROJECT OBJECTIVES

VALUE: DOCUMENT SOURCES AND ASSUMPTIONS WHILE COMMUNICATING LINKAGES OF WORK MODULES TO THE LARGER ASSIGNMENT OBJECTIVES

II. CONSULTANT

EXPERIENCE & EDUCATION

- Minimum of 5 years experience and Bachelors Degree

Experienced in task management, responsible for ensuring successful task completion within the scheduled timeframe consistent with the established scope of work to include both the technical and financial solutions. Organizes, directs, and coordinates the planning and production of all activities associated with assigned tasks.

Possesses demonstrated knowledge, experience, and ability in the development of solutions, recommendations, or outcomes across multiple complex tasks and/or organizations. Evaluates options in the context of project objectives and contributes to the implementation of strategic direction. Supports project objectives through activities such as conducting interviews, gathering data, and developing recommendations in support of project objectives. Directs the activities of Associate Consultants or other staff as necessary.

THOUGHT: DESIGNS AND OVERSEES KEY ANALYTIC TASKS AND TESTS RESULTS

LEADERSHIP: LEADS EFFORTS TO OBTAIN COMPLEX DATA SETS; IDENTIFIES CONFLICTING THEMES AND OBJECTIVES

ANALYSIS: SYNTHESIZES FINDINGS AND DEVELOPS RECOMMENDATIONS

VALUE: BUILDS A COMPREHENSIVE PROGRAM TO SUPPORT REAL AND LASTING CHANGE AND ENSURES KNOWLEDGE TRANSFER OF RELEVANT SUBJECT MATTER

III. ENGAGEMENT MANAGER

EXPERIENCE & EDUCATION

- Minimum of 10 years experience and Bachelors Degree, Master's Degree preferred

Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Demonstrated skills in the task order scope of work; provides technical guidance to the project team in performance of the work, and is responsible for the quality of all work products. Organizes, directs, and coordinates the planning and production of all contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight. The Project Manager maintains and manages the client interface at the USAC technical representative and may assist the USAC Program Manager as required in managing contract performance.

Expert that possesses demonstrated knowledge and extensive experience in the development of solutions.

THOUGHT: DEFINES AGENDA AND PROJECT OBJECTIVES FOR USAC APPROVAL

LEADERSHIP: DRIVES CONTENT AND PROVIDES THOUGHT LEADERSHIP. MANAGES EXECUTION OF MULTIPLE, RAPID HYPOTHESIS-BASED FACT FINDING EFFORTS; BALANCES POTENTIALLY CONFLICTING THEMES AND OBJECTIVES

ANALYSIS: GENERATES INNOVATIVE APPROACHES TO ADDRESS BUSINESS PROBLEMS

VALUE: ENSURES THAT APPROPRIATE STRUCTURE IS IN PLACE TO SUPPORT REAL AND LASTING CHANGE

IV. ENGAGEMENT DIRECTOR

EXPERIENCE & EDUCATION

- Minimum of 15 years experience and Bachelors Degree, Master's Degree preferred

Senior executive responsible for providing strategic direction, vision, leadership, and program management to the task order team. Contributes to organizational direction through regular involvement with senior level client leadership and team members. Maintains productive and effective client relationship with the most senior levels of the client organization.

THOUGHT: WORKS DIRECTLY WITH USAC LEADERSHIP TO SET THE PROJECT STRATEGIC AGENDA

LEADERSHIP: DRIVES THE PROJECT TEAM TOWARD DESIRED OUTCOMES TO ACHIEVE RESULTS FOR CLIENTS

ANALYSIS: ENSURES PROJECT OBJECTIVES ARE DELIVERED IN THE CONTEXT OF INDUSTRY BEST PRACTICES

VALUE: DEVELOPS NEW KNOWLEDGE AND CAPABILITIES DERIVED FROM A BROAD RANGE OF CROSS INDUSTRY/FUNCTIONAL EXPERIENCES WITHIN COMMERCIAL CLIENTS

Sample - Task Order Request for Proposal No. xx

Task Title	
XXXX	
Overview	
Task Order Type	
Purchase Order No.	
Timeline	
No. of Key Personnel	
Total Cost	

Objective

Statement of Work
Contractor's performance of this task order shall be in compliance with the terms and conditions in Contract No. _____, Section C to the same extent as if they were set forth herein. In the event of a conflict between the terms of this task order and the terms of the task order, the terms of this task order shall prevail.

Task Order Deliverables

Task Order Proposal Instructions and Evaluation Criteria

Invoice Instructions

Reporting Instructions - Optional

Place of Performance
2000 L Street NW, Suite 200; Washington, DC 20036

Period of Performance
Not to Exceed 6 months

VENDOR

Company Name: _____
 Authorized Representative: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Universal Service Administrative Company

Signature: _____
 Print Name: _____
 Title: _____
 Contract Effective Date: _____

ATTACHMENT 4

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: _____

USAC SIGNATURE:

USAC Contracting Official Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____