

**Solicitation for Commercial Items
Universal Service Administrative Company**

1. Contract Number:		2. Award/Effective Date:		Page 1 of	28
3. Solicitation Number:	USAC-FI-2016-02-011	4. Solicitation Issue Date:	February 24, 2016	5. Offer Due Date/ Local Time	April 13, 2016 10:00 AM ET
6. For Solicitation Information Contact:	a. Name Sequoia Howell, Purchasing Specialist II	b. Telephone Number 202-776-0200	c. Email rfo@usac.org		

7. Issued By:
Universal Service Administrative Company
2000 L Street NW
Suite 200
Washington, DC
20036

8. This Acquisition is: Unrestricted or Set Aside for:

<input type="checkbox"/> Small Business	<input type="checkbox"/> Women-Owned Small Business (WOSB)
<input type="checkbox"/> Hubzone Small Business	<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business
<input type="checkbox"/> SDVOSB	<input type="checkbox"/> 8(A)

9. Deliver to Address:
Universal Service Administrative Company
2000 L Street NW
Suite 200
Washington, DC
20036

10. Bill to Address:
Universal Service Administrative Company
Attn: Accounts Payable
2000 L Street NW, Suite 200
Washington, DC
20036

11a. Contractor/Offeror:

12. Method of Solicitation

Request for Quote (RFQ) Request for Proposal (RFP)

Invitation for Bid (IFB)

11b. Check if remittance is different and put such address in the offer

13. Item No.	14. Schedule of Supplies/Services	15. Quantity	16. Unit	17. Unit Price	18. Extended Amount
1	2016 Federal Budgetary Accounting Process Review (See Section B, Continuation Sheet for Solicitation for Commercial Items, and Section C, Contract Terms and Conditions, for full description of services and requirements.)	1	Term		

19. TOTAL AWARD AMOUNT (For USAC Use Only)

20. Signature of Offeror / Contractor		21. Universal Service Administrative Company (Signature of Contracting Official)			
	23. Date Signed	24. Name of Contracting Official		25. Date Signed	

SECTION B
CONTINUATION SHEET FOR SOLICITATION FOR COMMERCIAL
ITEMS

1. *Type of Contract.* This is a firm-fixed-price single award contract (“Contract”). The firm-fixed-prices for individual contract line item numbers (CLINs) are stated in Block 17 of the cover sheet (“Section A”) and the total firm-fixed-price for the contract is stated in Block 19. The firm-fixed-price shall include all direct and indirect costs, including equipment, product support, supplies, general and administrative expenses, overhead, materials, travel, labor, taxes, shipping and profit.
2. *Project Overview.* USAC requires a review of its budgetary accounting processes to identify weaknesses that may hinder USAC’s ability to produce reliable, timely, and useful financial reporting. Contractor shall perform a thorough review and provide USAC with a report of its findings in accordance with the terms of this Contract.
3. *Contract Term.* The period of performance for this Contract is four months (“Term”). The Term of this Contract shall commence on the Effective Date stated in Block 2 of Section A.
4. *Place of Performance:*
 - (a) Contractor will perform portions of the budgetary accounting process review (e.g., walkthroughs, interviews, follow-up discussions, etc.) at USAC headquarters located at 2000 L Street NW, Suite 200, Washington, DC 20036. USAC shall provide appropriate work space for duties performed at USAC headquarters.
 - (b) All Contractor personnel performing work onsite at USAC will be required to sign the USAC Visitor Form ([USAC Visitor Form](#)). USAC will not reimburse Contractor for any travel related expenses, unless agreed to in writing in advance.
 - (c) Contractor shall perform all Services within the United States unless specifically authorized in writing by USAC.
5. *USAC Background.*
 - (a) USAC is a not-for-profit Delaware corporation. The Federal Communications Commission (FCC or “Commission”) appointed USAC as the permanent administrator of the Universal Service Fund (USF) and the Universal Service Support Mechanisms – High Cost (HC) program, Low Income (LI) program, Rural Health Care (RHC) program, and Schools and Libraries (SL) program (collectively referred to as “programs” or “support mechanisms”) – as set forth in Title 47, Part 54, Section 701 of the Code of Federal Regulations. USAC administers the support mechanisms pursuant to FCC regulations.¹

¹ See 47 C.F.R. Part 54.

Subject to Commission oversight, USAC performs the billing, collection, and disbursement functions associated with the USF and the programs.

- (b) 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. However, USAC conducts its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC to adhere 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”).

6. *General Performance Requirements*

(a) *General Provisions*

- (i) Contractor shall perform the budgetary accounting review (“Review”) services in accordance with the terms herein.
- (ii) Contractor shall staff the Contract with employees who are fully qualified and who have at least two years of experience performing budgetary accounting process reviews and/or audits under the Federal GAAP. If applicable, Contractor must possess the appropriate education, credentials and/or licensing required to perform the services.
- (iii) Contractor is responsible for reviewing documentation necessary to complete a review of USAC’s federal budgetary accounting process, including the operational processes that produce the data that is the basis for USF budgetary reporting related to the SL and HC program activities. The objective of the Review is to identify weaknesses that may hinder USAC’s ability to generate reliable, timely, and useful financial reporting. In order to identify weaknesses, Contractor shall walkthrough processes, interview personnel, and review documentation including but not limited to process narratives, procedures, USF financial statements, and other financial reports. **Note:** USAC does not have a financial system that automatically records budgetary entries at the transaction level. Journal entries are prepared at the summary level that captures transaction level detail generated by internally-developed reporting tools.
- (iv) Contractor shall provide, in electronic format, complete copies of all reports, working papers and related background and supporting materials used in preparing USAC’s budgetary accounting review. The electronic format to be used shall be as specified by USAC, but shall be a standard format such as Microsoft Word, Microsoft Excel, electronic working papers, or Adobe PDF. Contractor shall not encrypt or password protect any information, data, documents and files provided on the DVD or CD-Rom, unless directed to do so by USAC.

(b) *USF Federal GAAP Required Budgetary Accounting Process Review*

- (i) The Contractor shall review the transactional data that is the basis of the USF's budgetary accounting related to the SL and HC program activities. The Review shall identify process weaknesses that create an unacceptable risk that data is not accurate, complete, reliable, timely, or useful. The Contractor shall focus on the processes deployed within these areas to generate reports used by the accounting team. The Contractor shall develop recommendations to correct the weaknesses identified. When completing this requirement, the Contractor shall:
 - (1) Consider the controls in place around the generation and transfer of the data, including, but not limited to, system checks and management review of financial information, to ensure data integrity, including the completeness of the data provided;
 - (2) Consider the manual/automated nature of the generation and transfer of data; and
 - (3) Consider roles and functions that are key to the successful generation and transfer of data. The Contractor shall determine whether the key functions are adequately documented to ensure continuity in the event of employee absence.
- (ii) The Contractor shall document the flow of transactional data from the SL and HC programs to the accounting team and indicate the automated/manual nature of the data and processes (i.e. What data is generated by the system? Is there integration or a direct interface between the feeder system and financial system? If not, how is the data collected and transferred to the accounting team? Does the data undergo manual manipulation before and/or after the transfer?).
- (iii) The Contractor shall review the Federal GAAP required budgetary accounting processes performed by the accounting team to receive, validate, and record the transactional data in accordance with relevant federal budgetary accounting standards and guidance. The review shall focus on the processes deployed to validate data received from the SL and HC programs. Validation procedures include those performed by accounting staff in the generation of journal entries (i.e. reconciliations) and management review of journal entries and financial statements. The Contractor shall determine whether validation processes provide reasonable assurance that financial information is accurate, complete, and timely, and if they do not, recommend enhancements and/or elimination of procedures. When completing this requirement, the Contractor shall:
 - (1) Identify manual processes in the USF budgetary accounting processes which pose excessive risk and propose tools to automate;

- (2) Consider financial reporting objectives (i.e. assurance that transactions are properly recorded, processed, and summarized in accordance with relevant federal accounting standards and guidance) and compliance objectives (i.e. assurance that transactions are executed in accordance with applicable laws); and
- (3) Consider the weaknesses identified in sub-Section 6.(b)(i), above, when developing recommendations for enhancements. For example, high risk areas identified in the SL and HC program processes may necessitate validation enhancements in the accounting processes.
- (iv) The Contractor shall determine if there are adequate procedures in place to evaluate, address, and communicate the budgetary accounting impact of changes in FCC rules and regulations (i.e. FCC public notices, new orders, etc.), internal processes, or systems. The Contractor shall identify and evaluate weaknesses within these change management processes and develop recommendations to reduce risk and strengthen processes.

(c) *Deliverables*

Deliverables shall be submitted in writing to USAC designated staff. Draft deliverables must be submitted no later than two weeks prior to the expiration of the four month term. Contractor shall conduct review meetings with USAC to review and discuss its draft report. USAC staff will review each deliverable and provide comments and questions to Contractor. If requested by USAC, the Contractor shall attend meetings at USAC headquarters to review and discuss USAC's comments and questions. Contractor shall respond to USAC comments and questions and, if necessary, make any revisions to the deliverable and re-submit to USAC within five business days of receipt. This process shall continue until a final deliverable is accepted by USAC.

(i) *USF Budgetary Accounting Process Review*

- A. Contractor shall submit to USAC a report detailing the weaknesses identified in USAC's federal budgetary accounting process and corresponding recommendations for improvement ("Report"). The Report shall also include an executive summary and a description of the review procedures used by Contractor, including identification of the documents reviewed and personnel interviewed. To the extent applicable, the Report shall cite to specific FedGAAP requirements.
- B. Contractor shall submit in electronic format, complete copies of all reports, working papers and related background and supporting materials used by Contractor in preparing its report on USAC's federal budgetary accounting processes.

- C. All deliverables, including but not limited to the Report, its elements and appendices, are considered Confidential Information (see section C.27) and are the sole property of USAC. USAC may use and disclose the deliverables in its sole discretion.

(d) *Project Kick-off Meeting*

Contractor shall schedule, prepare an agenda, and coordinate a Project Kick-Off meeting to be held at USAC's offices within five days after the Contract Effective Date. The Project Kick-Off meeting is intended to serve as an introduction between the Contractor, the Contractor's personnel who will perform the services set forth herein, and USAC personnel who will be involved with the project. The meeting shall provide the forum to discuss the federal budgetary accounting process review preparation, the schedule for performance of the Contract, technical or business questions, project roles and responsibilities of the respective parties, and any project communications. Attendees at this meeting shall include the Contractor and any other key personnel identified in the accepted proposal, USAC's COTR and any other attendees designated by USAC.

(e) *Weekly Status Meetings*

Contractor's Project Manager, and other personnel performing the Contract, as may be requested by USAC, shall meet, at a minimum, weekly with the USAC staff to discuss the status of the project. The agenda for the meeting will be based on Contractor's weekly report; however, USAC may include additional items on the agenda as it deems necessary. Meetings will be held at USAC headquarters when Contractor's personnel are working on site at USAC. Offsite personnel may participate telephonically if necessary, unless USAC specifically requests the presence of personnel performing key portions of the Contract services.

(f) *Weekly Reports*

Contractor shall prepare and send to the designated USAC staff a weekly report via email in Microsoft Word summarizing: (1) project status to date; (2) percentage of completion of the Review to date; (3) any challenges or obstacles to timely completion that may have been encountered during the prior week; (4) work to be performed in the following week. The weekly report shall be delivered to USAC via email in a Microsoft Word document at least one day prior to the scheduled weekly meeting.

(g) *Conferences, Briefings, and Other meetings*

Contractor shall participate in entrance and exit conferences and other meetings as required by USAC to facilitate completion of the Review. Contractor shall prepare and provide agendas and meeting minutes for the entrance and exit conferences and other meetings. Contractor shall provide a briefing to USAC staff on the results of the Review. Contractor may attend these meetings in person, via telephone or video conference.

(h) *Key Personnel*

Contractor shall assign, as Key Personnel, a Project Manager whose primary duties will be the implementation and oversight of the project. The Project Manager shall act as the primary point of contact for contract administration issues which include but are not limited to addressing billing and reporting issues and assisting the Contractor and USAC in the event of any planned or unplanned delays. The Project Manager shall participate in weekly status meetings with USAC to review project status and discuss any new and/or outstanding issues. The Project Manager shall provide USAC with any other support necessary for performance of the contract requirements.

(i) *Project Plan*

The Contractor shall submit, within 5 calendar days of the Contract kick-Off meeting, a detailed version of the project plan that was submitted with Contractor's proposal that identifies the deliverables and a schedule based on the four month Contract Term. The project plan shall describe all tasks to be performed and completed by Contractor beginning at the Contract kick-off through submission of the final report. Contractor shall use Microsoft Project as its planning and presentation tool. Contractor may not begin fieldwork until USAC has approved the project plan. (The approved project plan will be included as an attachment to this Contract.) Upon approval of the project plan by USAC, Contractor shall comply with all aspects of the project plan. Contractor shall update the project plan as necessary and as requested by USAC throughout the life of the project. All changes to the project plan shall be approved by USAC in writing.

SECTION C – CONTRACT TERMS AND CONDITIONS

1. *Definitions*

- (a) “Contract” shall mean the legally binding written and signed agreement between USAC and Contractor, which shall include in descending order of precedence (1) Sections A and the Section A Continuation Sheet; (2) RFP Sections B – D and all Attachments thereto; and (3) other Exhibits, Appendices, etc., including Contractor’s proposals. In the event of conflict between the terms or conditions contained in any documents, the document with higher precedence shall control.
- (b) “Contractor” shall mean, unless otherwise stated, Contractor and any affiliates, partners, directors, officers, or employees of Contractor, as well as any of Contractor’s subcontractors and consultants, and their respective affiliates, partners, directors, officers, and employees, as any sub-subcontractors.
- (c) “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.
- (d) “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

2. *Inspection/Acceptance.* Contractor shall only tender for acceptance services and deliverables (as described in Section B) that conform to the requirements of this Contract. USAC will, following Contractor’s tender inspect or test the deliverables or services and: (i) accept the services and deliverables; or (ii) reject the services and deliverables and advise Contractor in writing 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 will not cure the defects or is not possible, USAC may terminate for default under section 11, below, reduce the Contract price to deduct amounts for the defective work.

3. *Subcontracting/Assignment.* Contractor shall not enter into any subcontracts for the performance of the services, or assign this Contract or transfer any of its rights or obligations under this Contract, without obtaining USAC’s prior written consent. Any proposed subcontractor or assignee must agree to the terms and conditions of the Contract, must not be listed on the Excluded Parties List System in the System for Award Management, and must be determined by USAC, in its sole discretion, to have adequate financial, technical and organizational resources, and a satisfactory record of integrity and business ethics. USAC’s consent shall not relieve Contractor of any of its obligations under this Contract. Contractor shall indemnify and hold USAC harmless from any liability or claim made by its subcontractors.

4. *Changes.* Changes in the terms and conditions of this Contract may be made only by written agreement of the parties.

5. *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 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 standards”). 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.

6. *Contractor Key Personnel.* Contractor shall assign a Project Manager to serve as key personnel on this Contract. The Project Manager shall have responsibility for overall contract performance, implementing and overseeing the services described in Section B, and supervising project staff. USAC may terminate all or a part of the Contract if 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 (1) 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 (2) 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 6 shall apply to their placement on and removal from this Contract.

7. *Invoices.*

(a) Contractor shall submit proper invoices to: Universal Service Administrative Company, Attn: Accounts Payable, 2000 L St. NW, Suite 200 Washington, DC 20036. 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) USAC Contract number, Purchase Order number, contract line item number, and period of performance covered by invoice;
- (iv) Description of the services and/or deliverables performed or submitted during the period of time covered by the invoice;
- (v) Name and address of official to whom payment is to be sent;
- (vi) Name, title, and phone number of person to notify in event of defective invoice;
- (vii) Current invoice amount and amount invoiced to date on Contract, including percentage of completion;

- (viii) Electronic funds transfer (EFT) banking information. USAC shall not be liable for uncompleted or erroneous transfers which occur as a result of Contractor's providing incorrect or out of date EFT information.
- (b) Contractor may submit invoices no more frequently than once every 30 (thirty) days, with submission of the first invoice no earlier than 30 (thirty) days after Contract Effective Date as identified in Block 2 of Section A.

8. *Payment.*

- (a) Services Accepted. USAC will pay the Contractor as follows upon the submission of invoices approved by USAC Contract Administrator, provided that the invoice complies with the Invoices clause (section C.7).
 - (i) **Contract Payments.** USAC will pay Contractor the fixed price identified in Block 19 of Section A in equal monthly installments provided Contractor makes appropriate progress in performance of the Contract as determined by USAC in its reasonable and sole discretion. The final invoice shall be paid within 30 days of receipt provided USAC has accepted all services and deliverables required by the Contract.
 - (ii) **Prompt Payment.** USAC will pay for approved invoices within 30 calendar days of receipt of Contractor's invoice provided such invoice is proper and submitted in accordance with terms set forth herein.

9. *Termination for USAC's convenience.* USAC may terminate this Contract, or any portion of this Contract, for any reason or no reason upon no less than one day prior written notice to the Contractor. In the event of such termination, Contractor shall immediately stop all work identified in the notice of termination and shall immediately cause any and all of its suppliers and subcontractors to cease performance on the terminated work. Subject to the terms of this Contract, Contractor shall be paid for the percentage of work performed prior to the notice of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of USAC using its standard record keeping system, have resulted from the termination.

10. *Stop Work.* Upon receipt of a notice of termination (for cause or convenience), unless otherwise directed by USAC, Contractor shall: (A) stop work, and cause its, subcontractors, consultants or agents to stop work, to the extent specified in said notice; and (B) deliver and as appropriate transfer title to USAC, as directed by USAC, all materials, Data, work in progress, completed work and other USAC Information or material prepared or obtained by Contractor in connection with the terminated Contract, or portion of the Contract terminated by USAC.

11. *Termination for cause.* Either party may terminate this Contract (or any part hereof) for cause: (1) if the defaulting party fails to cure a default in the performance of the terms and conditions of the Contract within five business days of receipt of notice of such default, or if the default is not curable within five days, the defaulting party fails to

provide, upon request, adequate assurances of future performance; or (2) if the defaulting party fails to comply with any Contract terms and conditions and a cure period is unreasonable given the significance of the damages suffered by the non-defaulting party. In the event of termination for cause, USAC shall not be liable to Contractor for any amount for supplies or services not accepted. The defaulting party shall be liable to the non-defaulting party for any and all rights and remedies provided by law. If it is determined that either party improperly terminated this Contract, such termination shall be deemed a termination for convenience.

12. *Limitation of Liability.* Notwithstanding any other provision of this Contract (or any other contract related hereto) to the contrary, in no event shall either Party be liable to the other or entitled to recover incidental, consequential, special, multiple, statutory, exemplary or punitive damages. All exclusions or limitations of damages contained in this Contract, including, without limitation, the provisions of this Section 12, shall survive its expiration or termination.

13. *Record Retention.* Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this Contract.

14. *Proprietary Rights.* Contractor agrees that all Data, Software, deliverables, reports or other materials, including but not limited to, all evaluation and assessment information, draft reports and other written data (collectively "Materials"), whether in final or draft form, that is 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 28 below and works made-for-hire for USAC within the meaning of the copyright laws of the United States. Accordingly, USAC shall be the sole and exclusive owner for all purposes for the use, copying, 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. Contractor may use Materials, but only in the performance of this Contract.

15. *Malicious Software.* Contractor represents and warrants that it shall use its best efforts to prevent the introduction into USAC's network, software or systems of any software ("USAC IT Systems"), a program routine, device, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm USAC's IT Systems or Data, or that is intended to provide unauthorized access or modifications ("Malicious Software"). Contractor agrees that if it introduces, or allows the introduction of Malicious Software into USAC's IT Systems intentionally, negligently or by failure to maintain available safeguards, Contractor must, at no additional cost to USAC, eliminate, or reduce to the greatest extent possible, the effects of the Malicious Software, including restoring Data, and, if the Malicious Software causes a loss of operational efficiency, loss of data or other damages, to mitigate and restore such losses, and to indemnify USAC for any damages.

16. *Insurance.* If any part of this Contract involves Contractor's performance at any place where USAC conducts operations, or with material or equipment furnished to Contractor by USAC, Contractor shall take all necessary precautions to prevent injury to persons or property. Contractor shall maintain public liability, personal injury, and property damage insurance and employer's liability and compensation insurance, in an amount required by law or appropriate for the industry, whichever is greater, to protect USAC from said risks and from any statutory liabilities whatsoever arising therefrom. Contractor shall produce evidence of such insurance upon request by USAC.

17. *Notices*

- (a) Except as otherwise specified in this Contract, any notice, demand for information, consent, approval or documents required or authorized by this Contract to be given to a party shall be given in writing and shall be: (i) 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), (iv) sent by facsimile with a signed acknowledgement of receipt by return facsimile, or (v) sent by electronic mail with a confirmation of receipt returned by the recipient or the recipient's electronic mail server to such party at the following address.

For USAC	For Contractor
Purchasing Department Universal Service Administrative Company 2000 L Street, NW Suite 200 Washington, DC 20035 (202) 776-0200 jcosson@usac.org	See Blocks 11a and 20 of the fully signed Solicitation/Contract Order for Commercial Items Cover Sheet
With a copy to: Vickie Robinson Acting General Counsel Universal Service Administrative Company 2000 L Street, NW Suite 200 Washington, DC 20036 Telefax: 202-776-0080 Telephone: 202-776-0200 vrobins@usac.org	With a copy to:

- (b) Each party's designation of such person and/or address may be changed at any time by such party upon written notice given pursuant to the requirements of this section 17. A notice served by mail shall be effective upon receipt.

18. *Patent indemnity.* Contractor shall indemnify and defend USAC and its 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, any United States or foreign patent, trademark or copyright, arising out of the performance of this Contract, provided USAC notifies Contractor of such claims and proceedings.

19. *Gratuities.* USAC may terminate the Contractor's right to proceed, and pursue any remedy available in equity or law, if the USAC Contracting Officer determines that Contractor, its agent, or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of USAC; and intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

20. *Temporary Extension of Services.* USAC may require continued performance of any Contract services at a fixed price proportional to the current fixed price based on length of the extension. (For example, if the extension is for one month, USAC will price the extension work at approximately one-quarter of the current fixed price.) The extension will not be used to complete work that is required to be completed during the Term of this Contract. USAC may extend the services more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to expiration of the then current term.

21. *Subcontracting with Debarred or Suspended Companies.* 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>.

22. *Choice of Law/Consent to Jurisdiction/Disputes.* 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. The parties consent 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.

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

24. *Waiver.* The waiver by either party hereto 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.

25. *Public Statements.* 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. Both Contractor and any subcontractors must refrain from advocating policy positions with respect to federal universal service matters.

26. *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 that 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 license, Software, Data or works made for hire.

27. *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 USAC, 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) "USAC Information" received from the FCC, USAC or a USF Stakeholder in connection with Contractor's performance of this Contract; (5) Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," etc.; and (6) Information compiled, prepared or developed by Contractor in the performance of this Contract.
- (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. Contractor may disclose Confidential Information to the FCC, but only as authorized in the performance of this Contract.

- (c) Sub-Recipient 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-Recipient’s performance of this Contract or a legitimate business purpose of USAC, 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. Upon the termination or expiration of any relationship with a Sub-recipient (including termination of an employee), Recipient, and any subcontractor(s), shall remind their employees in writing of their continuing confidentiality obligations.
- (d) Contractor Enforcement of Confidentiality Agreement. Contractors 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 Agreement 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.

28. *USAC Information and Property.*

- (a) "USAC Information" includes Data provided by USAC to Contractor for use in the performance of this Contract, or 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, as well as Data that is created or derived from such Data. All reports, white papers, or any similar item that may be considered a work made for by hire by Contractor, or any Deliverable, including drafts, proofs or prototypes thereof, are also USAC Information. USAC Information is Confidential Information and subject to all requirements in section 27 above.
- (b) USAC Information is to be used solely for the performance of this Contract or a legitimate business purpose of USAC, and shall not be sold, assigned, leased, or otherwise transferred to any third party (except as required to perform the services or as otherwise authorized in this Contract) or commingled with non-USAC Information. 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.

29. *Information Security.* In addition to the specific system and data security requirements of this Contract, Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of USAC Confidential Information, including Personally Identifiable Information (PII), in its possession according to industry best practice standards. This includes all information that is sent to and received from USAC and USAC Stakeholders. 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. Contractor shall not store or otherwise maintain any USAC Confidential Information in the Cloud without first obtaining USAC's written consent, which may be granted or withheld in USAC's sole discretion.

30. *Conflict of Interest*

- (a) USAC is the appointed neutral administrator of the federal Universal Service programs (Programs) and the federal Universal Service Fund (USF). USAC is governed by a Board of Directors comprised of various stakeholders in the universal service programs, and is forbidden from advocating positions on universal service policy matters. Because of USAC's unique role as neutral administrator and the use of public funds, it is essential that any Contractor

providing assistance to USAC relating to the administration of the Programs and the 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 relating to the performance of this Contract. 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 (including but not limited to receiving funds from the Programs, contributing to the USF, advocating policy positions on matters related to the Programs or the USF; or representing clients who participate in the USF), there may be actual, potential and/or apparent conflict(s) of interest associated with providing services related to the administration of the USF. An actual or potential conflict of interest, or the appearance of a conflict of interest, may also arise from any employment or consultation arrangement involving USAC or FCC employees and the Contractor or from the existence of any ownership or control of the Contractor by an FCC or USAC employee.

- (b) Prior to commencing performance, and at any time during the term of the Contract, 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 it proposes to avoid, neutralize, or mitigate such conflicts.
- (c) Contractor must not advocate any policy positions with respect to the Programs or USF during the term 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.

31. *Binding Effect.* This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, personal representatives and other legal representatives, successors, and assigns.

32. *Survival.* All clauses that logically ought to survive termination of the Contract shall survive.

33. *Entire Agreement.* This Contract constitutes the entire agreement between the parties on the subject matter hereof, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Contract supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto relating to the subject matter of this Contract. Except as otherwise specifically provided herein, nothing in this Contract is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Contract.

34. *Corporate Authorizations.* Each party represents and warrants to the other that:

- (a) It has the requisite corporate power and authority to enter into this Contract and to carry out the transactions contemplated by this Contract; and
- (b) The execution, delivery and performance of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by the requisite corporate action on the part of such party.

SECTION D – CONTRACT ATTACHMENTS

Attachment 1 – [Reserved]

SECTION E – INSTRUCTIONS TO OFFERORS

1. General

- (a) *Contract Terms and Conditions.* The Contract awarded as a result of this RFP will be comprised of, 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”). The terms and conditions will take precedence over any other Contract attachments, including the Offeror’s proposals. 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.
- (b) Offeror’s proposal may identify deviations from, or exceptions or additions to, the RFP terms and conditions, but only if such deviations, exceptions or additional terms are clearly identified in a separate section within each proposal volume entitled “Deviation, Exceptions and Additional Terms.” Proposals that include material deviations from, take material exceptions to, or include additional material terms to the terms and conditions may be considered unacceptable and ineligible for award unless Contractor withdraws or modifies any unacceptable deviations, exceptions or additional terms 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 specifically and clearly identified in Offeror’s proposals prior to award.

After selection of the awardee, USAC will not consider or negotiate any revisions or additions to the terms and conditions. Submission of proposals in response to this RFP constitutes Offeror’s acceptance of all the terms and conditions set forth in RFP sections A- D, including the attachments listed in Section D.

2. *Period for acceptance of offers.* The Offeror agrees to hold the prices 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.
3. *Submittal Information.* Proposals must concisely address USAC’s requirements, including the statement of work, and should not contain a significant amount of corporate boiler-plate marketing information. They must be prepared with Times New Roman 12-point font. Complete proposals must be submitted to Sequoia Howell, Purchasing Specialist II, no later than April 13, 2016 at 10:00 AM ET (“Proposal Due Date”). An (1) electronic copy of the proposal is required. Electronic copies must be submitted to rfp@usac.org. Inquiries may be directed via electronic mail at rfp@usac.org; subject line should include the Solicitation Number and Offerors Name. To be timely, proposals must be *received* by USAC by the Proposal Due Date at the locations specified above. Any offer, modification, revision, or withdrawal of an offer received at the USAC office after the Proposal Due Date 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 or consideration of the offer is in the best interest of USAC,

or the offer is the only proposal received by USAC. In the future, regulatory authorities may issue rules, requirements, or policy directives that may increase, decrease, or otherwise affect the functions to be performed by the Contractor.

- (e) *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 any commitment to procure the services sought herein. This RFP may include unintended errors or omissions, and the accuracy and completeness of this document is not guaranteed.

2. Contract award

USAC intends to evaluate offers and award a contract after conducting discussions with Offerors. However, USAC reserves the right to not conduct discussions if later determined by the Contracting Officer to be unnecessary. Therefore, the Offerors initial offer should contain the Offerors best terms from a price and technical standpoint. 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.

Notwithstanding anything to the contrary herein, USAC may waive non-material irregularities in a proposal and may award the Contract to an offeror whose proposal is determined to offer the best overall value based on evaluation factors set forth in section 8, below.

3. Multiple awards

USAC may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Although USAC anticipates award of a single contract as the result of this Solicitation, it reserves the right to split this procurement among multiple contractors. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified.

4. Identification of Confidential Information

The proposal shall clearly and conspicuously identify information contained in the proposal that the Offeror contends is confidential information. Except as otherwise set forth in this RFP, USAC will treat confidential proposal information identified as such on the sheet in which such confidential information appears with the same degree of care that it employs in the handling of its own confidential business information. USAC reserves the right to provide copies of proposals received to the FCC or other authorized government entity.

5. Proposal Schedule

Schedule	Event
February 24, 2016	RFP released
March 3, 2016	Deadline for submitting written questions to USAC at rfp@usac.org (4:00 pm ET).
March 8, 2016*	USAC's response to written questions.
April 16, 2016	Proposals due to USAC by 10:00 am ET.

*Designates estimate only.

6. Proposal Format

Proposals shall be presented in four separate volumes in accordance with the requirements of paragraph 1(d) above. In addition to the information required by paragraphs 1(b) and (d), each proposal volume must contain a cover page. The cover page shall include the name of the Offerors organization, and the Offerors contact name, address, telephone number, facsimile number, e-mail address, website address, DUNS number, date, a statement verifying the proposal is valid for a period of 120 days, and signature of a duly authorized Offeror representative.

7. Proposal Content

(a) Corporate Information (Volume I)

- (1) Executive Summary. This section shall summarize 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. Subcontractors and affiliated individuals and firms identified after submission of proposals will require USAC's approval before performing any part of the Contract, which approval USAC may grant or withhold in its sole discretion. Pricing information shall not appear in the Executive Summary.
- (2) Conflicts of Interest
 - (i) USAC procurements are conducted with complete impartiality and with preferential treatment for none. *See* C.30. 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, and such conflicts may disqualify an offeror unless USAC has otherwise approved an acceptable mitigation plan.

- (ii) Offerors shall identify any actual or potential conflicts of interest, or the appearance thereof, involving the Offeror or any proposed personnel or subcontractor, 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, including detailed information about the following situation, if applicable: (1) any ownership, control or other business or contractual relationship(s), including employment relationships, between the Offeror (or proposed personnel or 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 with Contractor 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 federal Universal Service Support Mechanisms.
 - (iii) 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 Offeror's 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.
 - (3) The term "Offeror" means the Offeror, or any affiliated entity or organization, partners, joint ventures, team members, proposed subcontractors and their respective owners, officers, board members, employees and agents, including the Offeror's proposed key personnel.
 - (4) Offeror's obligation under section E.7(a)(2)(i) apply at the time of proposal submission at all times thereafter until award selection, at which time Section C.30, Conflict of Interest applies to the awardee/Contractor. In the event a conflict arises or is first known or believed to exist after proposal submission, Offeror shall promptly provide the USAC Contracting Officer with all information required by section E.7(a)(2) and take other actions as required by section E.7(a)(2)(iii).
- (b) *Technical (Volume II)*
- (1) **Technical Approach.** Offerors must submit a detailed response to this RFP, including a draft project plan describing the tasks (and timeframes) to be performed by Contractor during the Term of the Contract. The technical proposal must include a clear statement

that Offeror will comply with all requirements, terms and conditions set forth in the RFP if awarded the Contract, and provide detailed information about how it will fulfill the requirements of the RFP. As required by Section E.1(b), any deviations from, or exceptions or additions to, the requirements, terms or conditions contained in this RFP must be clearly identified in a separate section entitled “Deviation, Exceptions and Additional Terms.”

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, as determined by USAC in its sole discretion, 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.

(2) Corporate Resources 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 Federal budgetary accounting process reviews and/or Federal financial statement audits.
- (ii) Familiarity with GAAP principles and requirements, particularly as they apply to federal budgetary accounting.
- (iii) Experience, if any, with state universal service funds or with federal USF contributors or one or more of the Universal Service Support Mechanisms.
- (iv) Describe how the Offeror’s prior experience would impact efficiency in achieving the Contract objectives.
- (v) Describe your firm’s personnel resources for performing this contract.

(3) *Key Personnel*

- (i) Identify by name all key personnel and their proposed roles in performing the services. For each of the key personnel, please provide a resume (not to exceed two pages) that includes educational background, relevant job experience, GAAP training and a list of specific relevant efforts they have supported and references. At a minimum, Offerors proposed key personnel must include the Project Manager, but may include additional personnel identified by Offeror.
- (ii) If Offeror has information that any key personnel anticipate(s) terminating his or her employment, or moving into a different role or position with Offeror, Offeror shall identify such personnel and include the expected date of the termination or change in the proposal.

(c) *Past Performance Information (Volume III)*

- (1) Offeror shall include in Volume III a list of up to three current or recently completed contracts for services similar to those required by this solicitation. Each entry on the list shall 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. The list shall be included at the beginning of this section.
- (2) USAC will transmit Past Performance Questionnaires 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 does not receive a completed Past Performance Questionnaire, and is unable to obtain verbal responses to the questions, USAC will not consider the contract in assigning a risk level under the past performance factor.
- (3) Offeror shall provide descriptions of the relevant performance on each of the identified contracts. 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. Contractors shall also provide information on unique characteristics of the project, problems encountered and corrective actions taken. Each overview shall not exceed one page.
- (4) If the Offeror intends to rely on the past performance of proposed personnel or proposed subcontractors performing major or critical aspects of this requirement, then the past performance information required by the preceding two paragraphs shall be included for these subcontractors/personnel.

(d) *Price Proposal (Volume IV)*

- (1) Offerors shall complete the pricing information in blocks 17 and 18 of Section A and submit the completed signed form with this proposal. (Note: Offerors shall describe any assumptions used in calculating the fixed price.)
- (2) Offerors that are GSA Schedule holders are strongly encouraged to propose prices that are the same or similar to the prices on their GSA Schedules. NOTE: USAC is not a federal agency and therefore unable to award contracts off of an Offeror's GSA Schedule. This is not a GSA schedule acquisition.
- (3) The proposed fixed price must include all direct and indirect costs, including wages, overhead, general and administrative expenses, travel, telecommunications charges and profit.
- (4) Because USAC may make award on the basis of initial proposals, Offerors are encouraged to propose their best price(s) in their price proposals.

8. Evaluation

(a) *Selection Factors.* USAC will award a contract resulting from this solicitation to the responsible Offeror whose offer *conforming to the solicitation* will be most advantageous to USAC based on a consideration of all factors. The following factors (technical, past performance and price), which are listed in descending order of importance, will be considered by USAC during selection of the awardee. When combined the Technical and Past Performance factors are significantly more important than price.

- (1) *Technical.* When evaluating the technical factor, USAC will consider the information submitted in response to RFP §§ E.7(b)(1)-(3) above. The technical subfactors which are listed in descending order of importance are listed below:
 - a. Technical Approach.
 - b. Corporate Resources and Experience.
 - c. Key Personnel.

(2) *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 Offeror's past performance on past or current contracts for the same or similar services. The Offeror's past performance will be evaluated based on the Offeror's discussion of its past performance for similar efforts, information obtained from past performance questionnaires for the Offeror's 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 Offeror's proposal that are not identified as

references). USAC may contact past performance points of contact to obtain information regarding the Offeror's past performance, as well as the past performance of Offeror's teaming members and proposed key personnel, as applicable.

In the case of an Offeror without a record of relevant past performance, or for whom information on relevant past performance is not available, USAC will evaluate the Offeror's lack of relevant past performance as an unknown performance risk, having no favorable or unfavorable impact on the evaluation. Therefore, the Offeror will receive an "Unknown Risk" rating for the sub factor(s) for which it has no relevant past performance.

(3) Price Evaluation

USAC will evaluate price based on the total fixed price in block 18 of Section A. Price is the least important evaluation factor and the Contract may not be awarded to the lowest priced Offeror. 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.

(b) Down-Select Process. USAC may determine that the number of proposals received in response to this RFP are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to awarding the contract or establishing a competitive range. In such case, USAC may conduct a down-select process to eliminate Offerors, prior to award or discussions, as applicable, from further consideration based on a comparative analysis of Offerors' price proposals. 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.

(c) Responsibility Determination

USAC will make a responsibility determination based on any available information, including information in the Federal Awardee Performance and Integrity Information System (FAPIS), System for Award Management (SAM) and other reputable sources and data services, as well as information submitted in an Offeror's proposal. Offerors may be determined non-responsible based on any of the factors in the list below. An Offeror may be excluded from the competition prior to the establishment of a competitive range if they are determined to be non-responsible. The following factors may give rise to a finding of non-responsibility.

(1) the Offeror has insufficient financial resources to perform the Contract;

- (2) the Offeror has an unsatisfactory record of integrity and business ethics;
- (3) the Offeror has insufficient accounting systems or internal controls, quality assurance processes or organizational structure or experience necessary to assure that contract work will be properly performed and accurately invoiced;
- (4) the Offeror does not have the facilities, technical or personnel resources required to perform the contract; or
- (5) the Offerors financial credit requirements, if any, are not met or are too high for performing the contract.

(d) *Notice of Award.* A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, USAC may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.