

USAC SOLICITATION FOR THIRD PARTY IDENTITY VERIFICATION (TPIV)

SOLICITATION INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Solicitation Number: HC-20-063
Award Effective Date: TBD
Contract Period of Performance: One (1) Year; Four (4) 1 Year Options
Solicitation Issue Date: April 28, 2020
Question Due Date: May 7, 2020
Offer Due Date: ~~May 27~~ June 3, 2020

CONTRACT TO BE ISSUED BY:

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

CONTACT INFORMATION

USAC CONTACT INFORMATION	OFFEROR CONTACT INFORMATION
Noor Jalal Senior Procurement Specialist P: 202-263-1616 E: Noor.Jalal@usac.org	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

OFFEROR SIGNATURE

Name and Title

Date

SECTION A:

About USAC and the Work

1. Overview of the Project

Universal Service Administrative Company (“USAC”) is issuing a Request for Proposals (“RFP”) seeking a collaborative, best-in-class Third Party Identity Verification (“TPIV”) contractor with substantial and demonstrable experience in authenticating and validating relevant stakeholders¹ identity information. The TPIV capability is needed for High Cost to support the FCC Eligible Location Adjustment Process (“ELAP”) order. The solution shall verify and authenticate relevant stakeholder information that wish to challenge “participant²” submitted locations and allow for integration between the third party identify verification tool and the USAC system.

The contractor shall provide a connection method and supporting documentation for inquiries pertaining to relevant stakeholder’s identity. This ensures that the relevant stakeholders who challenge participant location information have a vested interest worthy enough to participate in the challenge process and are legitimate.

2. USAC Background

Through its administration of the Universal Service Fund (“USF”) programs on behalf of the Federal Communication Commission (“FCC”), USAC works to promote the availability of quality services at just, reasonable and affordable rates and to increase access to advanced telecommunications services throughout the nation. Specifically, through program administration, auditing, and outreach, USAC works with contributors, service providers, and program beneficiaries to achieve the program goals articulated by the FCC for each of these programs.

The FCC has reformed the USF to support further investment in and access to evolving broadband infrastructure, making the programs a primary vehicle to support this critical national priority. USAC, as the administrator of the USF, plays a critical role in supporting the ambitious vision to ensure that all citizens in the United States have access to high-speed broadband. USAC works in close partnership with the FCC and other federal and state partners to support the achievement of the USF program goals.

USAC administers the USF programs—High Cost, Lifeline, Rural Health Care, and Schools and

¹ Relevant stakeholders are public who have an interest in the data that the participants are submitting.

² Participants are CAF II auction winning bidders

Libraries. USAC strives to provide efficient, responsible stewardship of the programs, a key national asset in making important telecommunications services available to consumers, health care providers, schools, and libraries throughout the United States. The program divisions are supported by additional USAC personnel in Finance, General Counsel, Information Systems, Assurance and Audit, the Enterprise Program Management Office and Human Resources.

Consistent with FCC rules, USAC does not make policy for or interpret unclear provisions of statutes or the FCC's rules. Additional information on USAC programs can be found at: <http://www.usac.org/about/about/who-we-are/default.aspx>

3. Confidentiality

This RFP and any resultant contract is subject to the terms of the Confidentiality Agreement (attached hereto as Attachment 2) which must be executed by Offeror and submitted along with any proposal for this RFP.

SECTION B:

Scope of Services

1. Overview of the Project

USAC is issuing a RFP seeking a collaborative, best-in-class TPIV contractor with substantial and demonstrable experience in authenticating and validating relevant stakeholders identity information. The TPIV capability is needed for High Cost to support the FCC ELAP order.

CAF II auction winning bidders (“Participants”) that wish to reduce their deployment obligations can do so by identifying discrepancies between the FCC Connect America Model (“CAM”) obligated locations and the facts on the ground. When FCC Wireline Consumer Bureau (“FCC WCB”) announces a participant submission deadline, participants will have at least three months to submit the requisite information (prospective locations) into the USAC system. Participants must also certify, under penalty of perjury, the completeness and accuracy of all information in their submission.

60 days after Participant Submission Deadline FCC WCB will release an order identifying, on a state-by-state basis, participant submissions that have met the prima facie evidence standard, and therefore, will be allowed to proceed; all other submissions will be dismissed. USAC populates an interactive, publicly available online Limited Access map using location information reported by participants’ successful submissions.

90 days after FCC WCB Prima Facie Determination and Publication of the Limited Access Map, relevant stakeholder must pass an eligibility verification process, certify eligibility, sign a protective order, and submit challenge. The relevant stakeholders must certify, under penalty of perjury, the truth and accuracy of information in the challenge. The TPIV solution shall verify and authenticate relevant stakeholder information that wish to challenge “participant” submitted locations and allow for integration between the third party authentication tool and the USAC system.

The contractor shall provide a connection method and supporting documentation that will enable USAC to develop and deploy a real-time transaction interface for inquiries pertaining to relevant stakeholder including name, address, contact details, year, month and date of birth, and last four digits of social security number (“SSN”).

30 days after completion of relevant stakeholder challenge, challenged participants may reply to stakeholder information. Participants must certify, under penalty of perjury, the truth and accuracy of information in their reply. USAC will then revise and populate the Limited Access Map with certain relevant stakeholder location information. Participants and relevant stakeholders will be able to access this information, but this information will not otherwise be made publicly available. Participants and relevant stakeholders that wish to participate in the challenge process must sign a

protective order³.

FCC WCB determines adjudication and support adjustments on a rolling basis and orders USAC to make pro-rata reductions to future support payments consistent with such decisions. Participants may reduce letter of credit consistent with such reductions. FCC WCB and USAC verify completeness of participant location information on a rolling basis during the support term.

2. Type of Contract

This is an indefinite-quantity fixed-unit price contract. Fixed-unit prices shall include the costs of all services and deliverables set forth in Section B.6 (scope of the service and deliverables) below. Fixed unit prices shall include all direct and indirect costs and expenses, including labor costs, supplies, telecommunications charges, travel, and profit.

3. Contract Term

The contract term (“Term”) of this Contract is one base year with four one-year option periods, which may be exercised only in writing by USAC in its sole discretion. The Term of this Contract shall commence on the Effective Date stated in the cover page.

4. Where the Service Takes Place

- (a) Contractor shall perform the Services at its own facilities within the United States.
- (b) The Contract kick-off meeting will be held at USAC’s headquarters located at 700 12th St NW, Suite 900, Washington, DC 20005. Status and other meetings will be held telephonically, except to the extent that USAC, at its discretion, requires Contractor’s presence. Contractor personnel attending the meeting will be required to sign the USAC Visitor Form. *See* Section D, Attachment 1. USAC will not reimburse Contractor for any travel related expenses, unless agreed to in writing in advance.

5. Company Profile

USAC is a not-for-profit Delaware corporation operating under the oversight of the 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

³ The protective order protects against disclosure or misuse of information submitted by both the relevant stakeholders and Participants. The relevant stakeholder must pass the third party verification process, certify eligibility, sign a protective order and submit challenge.

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 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. Scope of the Services and Deliverables

The FCC WCB created the Eligible Locations Adjustment Process (ELAP) to provide a mechanism for adjusting the defined deployment obligations for the CAF Phase 2 Auction winning bidders. Winning bidders (“Participants”) have their deployment obligations determined through the Connect America Model (“CACM”), which estimates the number of eligible locations in a particular geographical area.

As the Participants examine the area, they may determine that the actual number of locations that could be built in that area is different from the number the model provided. ELAP gives the carriers an opportunity to modify those obligations. Carriers will submit the geo-coded coordinates for locations they believe they can build over the life of the program along with documentation about their determination methods. This data will be displayed on a Limited Access Map, allowing relevant stakeholders to see the potential adjustments in the areas.

A challenge process will then follow to ensure that all viable locations are built out. The relevant stakeholders will be allowed to challenge the adjustments provided by the Participants by providing evidence that the challenged locations are in fact viable, through tax records, property deeds, utility bills, etc. Participants will then have an opportunity to rebut the challenge with additional data.

To participate in the challenge, **relevant stakeholders must prove they are relevant by providing evidence that they live, work, and have business in that specific area. Evidence must include, but are not limited to, utility, telephone, or cable/satellite TV, property tax bill or receipt, mortgage account statement, deed, communication from the state department assessment and taxation or other proof of home ownership such as residential rental contract (apartment lease or other rental of real property), mail or benefits statement from a federal, state or local government agency, sales tax or business license, and relevant stakeholder’s affiliation with any competitive telecom carrier.** The third party tool must validate not only the relevant stakeholder’s identity but also that they have a verifiable interest in a particular area in order to challenge participant data in that area.

Relevant stakeholders would submit all data to the third-party contractor. Third-party contractor will conduct the identified verifications and then notify USAC via the connection method about whether or not the relevant stakeholder passed the verification and should be allowed access to the ELAP module. The third-party contractor should notify the relevant stakeholder of the verification results.

The third-party Contractor will provide a secure user interface where traffic is encrypted over Secure Socket Layer. The relevant stakeholder applicants will be able to submit an application to the Contractor's system which includes the following primary components as outlined in **Table 1** below.

Table 1: Primary Contractor Responsibility

Category	Description of Service
Connection Method	Provide relevant stakeholder applicants that have successfully been verified and their areas of interest. Note: USAC is not requesting a transfer of the documentation or data files that were submitted to the Contractor's system.
User Interface (UI)	Contractor shall provide secure User Interface ("UI") that supports input of fields such as Name, Address, contract Details in addition to uploading common document types that show evidence of identity, property interest, employment. Table 2 below outlines the required information inputs.
Verification	Verification of data and documentation submitted by the applicant.
Affiliation	A statement confirming whether or not an association with a telecommunications carrier was verified.
Examples of Types of Data	Types of documentation include but are not limited to property deed, lease agreement, utility bills, and other documentation that demonstrates property interest.

The FCC WCB will then adjudicate the location data, taking into account challenges and rebuttals to determine what if any adjustments should be made to the Participant's obligations. The adjustments will be applied to the Participants obligations and milestones for the program and their targeted support payments will have a corresponding adjustment.

These requirements describe the service that is needed to verify relevant stakeholder information prior to being granted limited access to the ELAP module.

Table 2: Relevant Stakeholder Information Inputs (including but not limited to):

1.0 Name
First
Middle
Last

2.0 Address
Street (Primary and secondary, e.g. apartment number)
City
State
Zip Code (6 digits)
3.0 Social Security Number (SSN4)
Last Four Digits
4.0 Date of Birth (DOB)
Month
Day
Year

A. Services

Contractor shall provide the following Services:

- (i) The Contractor shall provide a single response (“Verification”) stating whether the prospective relevant stakeholder passed the verification process, based off the attributes provided by the relevant stakeholder in Table 2 and provide a unique verification code attributable to that individual (i.e. unique identifier).
- (ii) The Contractor shall provide services for the validation of relevant stakeholder’s interest, with data such as income or asset information, or evidence including utility, telephone, or cable/satellite TV, property tax bill or receipt, mortgage account statement, deed, communication from the state department assessment and taxation or other proof of home ownership such as residential rental contract (apartment lease or other rental of real property), mail or benefits statement from a federal, state or local government agency, sales tax or business license, and relevant stakeholder’s affiliation with any competitive telecom carrier.

B. Security/Protection of Personally Identifiable Information (“PII”)

- (i) All transmissions between the USAC and the third-party contractor shall be encrypted.
- (ii) All USAC Confidential Information (which includes subscriber information identified in paragraph 6(b) above) received and stored by the Contractor shall be encrypted using AES128 Encryption as a minimum standard.
- (iii) Contractor shall comply with Federal Information Security Management Act (“FISMA”), 44 U.S.C. section 3541, et seq., the Privacy Act of 1974 (5 U.S.C. §

552a), and NIST SP 800-53. Contractor shall protect PII in accordance with all federal and USAC requirements, including, but not limited to, OMB memoranda M-06-16 and M-07-16 and guidance from NIST, including NIST SP 800-53 Rev 4 or later, and NIST SP 800-122 Guide to Protecting the Confidentiality of Personally Identifiable Information (PII). The Contractor shall cooperate with USAC and/or the FCC to implement any federally mandated information security requirements and privacy regulations that are not already listed in this section.

- (iv) The Contractor shall provide written notice to USAC's Contracting Officer as soon as possible, but in any event no later than one hour after discovering any security incident that could jeopardize the integrity or security of PII or USAC Information provided to Contractor during performance of this Contract. This communication must include the time, location, and the specifics of the event as well as the Contractor's method of addressing the incident and how the Contractor will maintain communications with USAC through any resolution period. Contractor shall utilize PII Incident Response guidance as provided by NIST SP 800122 in governing all PII related incidents.

C. TPIV Test Environment

- (i) Within ~~fifteen~~ **seven** days of the Contract Effective Date, the Contractor shall provide an TPIV test environment, which shall be available for the remainder of the Contract Term. The online test environment shall be available to USAC Monday through Friday from 6:00 am to 10:00 pm EST.
- (ii) The TPIV Test Environment shall simulate a production equivalent environment and shall allow USAC to submit test relevant stakeholder information (non-PII) to test the TPIV functional processes, verification responses, and returning verification format. When USAC performs test verifications, the test verification will not incur any cost, provided it is using non-PII simulated data only. The Contractor shall provide a minimum of 50 test (non-PII) records in order to simulate production scenario testing. Performance testing that entails a greater volume of test records (e.g. 100 records) will be coordinated between USAC and the Contractor prior to initiating the test.
- (iii) The cost of the TPIV test environment shall be included in the fixed-unit prices. USAC will not incur any incremental costs for set up of the production or test environments.

D. TPIV Availability and Performance Metrics

- (i) USAC shall negotiate service levels for connection method and relevant stakeholder

interface to third-party tool.

- (ii) The contractor shall provide full TPIV functionality on a 24 hours per day, seven days per week, and 365 days per year (24x7x365) basis.
- (iii) The Contractor shall provide 99.99% availability.
- (iv) The Contractor shall provide USAC with measurements of TPIV response time as defined in f (i) (2) below.

E. Reporting

- (i) Contractor shall provide report of successful verifications through the connection method agreed upon with USAC for the term of the contract. The report shall include statistics describing:
 - 1. Number of verifications by day, month, and year.
 - 2. Verification response time by day, month, and year.
 - 3. Verification history details as required by Section (f), Verification History, below.
- (ii) The report must be sufficient for USAC to assess Contractor's compliance with availability and performance metrics stated in paragraph (e) above.
- (iii) Invoice billing dates will begin and end on the first and last day of each month. Description, period of performance covered by the invoice, quantity of verifications performed during period covered by invoice, unit price, and extended price of the items delivered, itemized line item for tax including percentage rate, itemized line item for tiered pricing (if applicable), and subtotal for all verifications. The invoice(s) for the first and last month of the contract period may need to be customized to include a partial month.
- (iv) The cost of providing USAC with access to reports or reporting capability shall be included in the fixed-unit prices. USAC will not incur any additional or incremental costs for the reporting services, including during the two years following expiration of the Contract.

F. Verification History

- (i) Contractor shall provide USAC with access to TPIV verification history information, as described below.

(ii) Verification history information shall include at a minimum:

1. A log of TPIV verifications performed by the contractor at least the prior day's activity, including the time of the TPIV verification requests and the time the requests were processed. The log shall include the current verification information as well as past verification information beginning at Contract commencement. The log information shall be available to USAC throughout the contract term and for two years following expiration of the Contract.
2. A log of all verifications and associated information sent to USAC including a time stamp and all content sent.
3. The Contractor shall maintain all history in a data encrypted environment.
4. USAC will require the ability to see the cost of each verifications as listed on the above referenced online report, itemized on a one to-one, verification-to-cost line item. It would be preferable for these reports to be updated in real time, but if this is not possible, within one business day.

G. Information Quality Assurance. Contractor must use reliable and trustworthy sources that are consistent with industry practices for obtaining identity information for its verification services. Contractor shall utilize and maintain industry best practices and methods for collection, maintenance, and analysis of identity information used by Contractor in the verification process. Contractor shall identify the listing, quality, and volume of its data sources to allow USAC to evaluate the reliability and scope of the data sources used by the Contractor to perform TPIV services.

H. Technical Support and Methods of Communication

- (i) Contractor shall provide technical support services as described below throughout the Contract Term and up to two years following expiration of the contract.
- (ii) Contractor shall provide USAC or its authorized designee 24x7x365 technical support for TPIV service availability issues and problem resolution. (The Contracting Officer shall notify the Contractor in writing of any authorized designee).
- (iii) Contractor shall provide USAC with the points of contact, and back up contacts, as well as senior or executive level contacts for issue escalation that are knowledgeable about USAC's accounts and activities to ensure the efficient communication and resolution of any performance issues.
- (iv) Contractor shall comply with following minimum requirements for technical support:

1. Contractor shall acknowledge USAC's or its authorized designee's inquiries within one hour;
 2. Contractor shall resolve high priority items within two hours of notification from USAC or its designee, or if not possible to fully resolve the high priority item within two hours, Contractor shall provide updates every two hours until resolution is achieved. High priority items are defined as issues that disable USAC's ability to submit production verifications and receive responses from the Contractor within the time frames defined in this statement of work (e.g. when the communication link or Contractor application are unavailable). The foregoing does not limit any remedies available to USAC for Contractor's non-performance.
 3. Contractor shall resolve regular priority items within one day of notification by USAC or authorized designee, or if not possible to resolve within one day, Contractor shall provide a resolution and status update schedule within one day. The foregoing does not limit any remedies available to USAC for Contractor's nonperformance.
- (v) Contractor shall communicate and distribute information only to USAC or to an authorized designee, who has been identified in writing by USAC's Contracting Officer or designated representative. This includes both routine electronic notifications and technical service requests. Contractor shall maintain a list of USAC points of contact authorized to receive certain information, and will employ a method to keep the list updated. Should USAC notify the Contractor of a change in points of contact, the Contractor shall immediately update its contact list accordingly.
- (vi) The costs for technical service support shall be included in the TPIV fixed-unit prices. USAC will not incur any incremental costs for technical support.

I. Contingency/Disaster Recovery

- (i) Contractor shall propose and implement a Contingency/Disaster Recovery Plan and Procedures to minimize service disruptions to USAC systems. Contractor shall commit to a restoration of Services that meet the TPIV availability standards described in section B 6(e) above. Contractor shall test the plan on an annual basis, at a minimum, and inform USAC in writing regarding the results of the test.
- (ii) In the event of periodic or catastrophic failures that restrict or interrupt Services, the

design of both the Contractor's application infrastructure and the communications network servicing USAC's requirements shall include sufficient redundancy to allow Services to resume in accordance with TPIV availability standards set forth in B.6(e) with minimal disruption to USAC systems.

- (iii) Contractor shall implement procedures for communicating to USAC disaster-related issues that affect TPIV verification processing. Such procedures shall include an escalation process defining various stages of issue severity and the notification level appropriate to each.
- (iv) The Plan shall be developed in accordance with Contingency/Disaster Recovery requirements specified in NIST Special Publication 800-34, Contingency Planning Guide for Information Technology Systems.

J. Project Kick-off Meeting

Contractor shall coordinate and attend a Project Kick-Off meeting to be held at USAC's offices within three days after Contract signing. The Project Kick-Off meeting is intended to serve as an introduction between the Contractor, the Contractor 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 project approach and schedule, technical or business questions, project roles, responsibilities of the respective parties, and any project communications. Attendees at this meeting shall include the Contractor's Project Manager and any other key personnel identified in the accepted proposal, USAC's Contracting Officers Representative and any other attendees designated by USAC.

K. Estimated Quantities

Table 3 provides estimated verification volumes for the TPIV service. The verification volumes are estimates only and the actual volumes may vary during Contract performance. The estimates do not impose any obligation on USAC to order a certain amount of TPIV services and will be used for evaluation purposes only.

Table 3

Timeline by Year	Base Year	1 Option Year	2 Option Year	3 Option Year	4 Option Year
Estimated TPIV Verifications	12,500	12,500	12,500	12,500	12,500

L. Frequency of TPIV Verification Request

USAC anticipates daily requests beginning third quarter 2020 and continuing through early 2021. There will be times when the requests will be active and times when it is inactive depending on the funds that are being supported. CAF II Auction will be the first fund beginning October 2020 through early 2021. The next window will likely begin late 2021 or early 2022 for subsequent funds that include PR/USVI. USAC estimates roughly 12,500 calls per year.

7. Key Personnel

Contractor shall assign, as Key Personnel, a Project Manager and Lead Technical Engineer 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 outages. The Project Manager shall participate in weekly, quarterly, and yearly teleconference status meetings with USAC to review verifications and discuss any new and/or outstanding issues. The Lead Technical Engineer shall act as the primary point of contact for technical issues and questions. Both the Project Manager and Lead Technical Engineer shall provide USAC with any other support necessary for performance of the contract requirements.

Key Personnel must meet all required qualifications and be available for Contract performance at the time of Contract award. Contractor can propose, if necessary, additional Key Personnel as required to ensure adherence to all Services, Deliverables, and activities outlined in the Contract. Once approved, the Key Personnel cannot be removed from the Contract without the approval of USAC, and only when a replacement acceptable to the USAC is made.

8. Meeting and Personnel

A. Project Kick-off Meeting and Training

- (1) A project kick-off meeting and training, when applicable, will be conducted with required personnel telephonically, via internet accessed platform or shall be held at USAC's Headquarters, when deemed necessary, to train Contractor on Program specific rules and regulations.
- (2) The project kick-off meeting is intended to serve as an introduction between Contractor personnel who will perform the Services under the Contract, and USAC personnel who will be involved with the Project. The meeting shall provide the forum to discuss technical or business questions, Project roles and

responsibilities of the respective parties and any Project communications.

- (3) USAC will provide training, when applicable, related to High Cost Program deliverables. The training is estimated to extend between two (2) and three (3) business days.
- (4) The Project Kick-off Meeting and training location and dates will be communicated within one (1) week after the Effective Date of the Contract. Training will be conducted no earlier than ten (10) business days after the Effective Date. Key Personnel (as defined in Section 7A) and USAC core team members shall attend training.

B. Weekly Status Meetings

During performance of the Contract, Contractor personnel shall communicate on a regular basis with USAC staff, and, as requested by USAC, attend weekly status meetings with USAC staff to discuss project status and progress, budget overview, and any impediments. Status meetings will be held by teleconference or internet accessed platform, unless USAC expressly requests the physical presence of Contractor personnel at the meeting.

C. Communication

Contractor shall be reasonably available and accessible via email or telephone during USAC's normal business hours, which are Monday through Friday (9:00 AM - 6:00 PM ET). When necessary, communication may be made outside of these hours to ensure the progress of the Contract is not impeded.

9. Travel

USAC will not reimburse Contractor for any travel related expenses for any Services performed under the Contract.

SECTION C:

USAC Terms and Conditions

I. DEFINITIONS

- A. “Contractor” means the Offeror whose proposal was selected for award of the Contract.
- B. “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.
- C. “Deliverables” means the deliverables, goods, items, products, services, and material that are to be prepared by Contractor and delivered to USAC as described in the Contract.
- D. “Offeror” means an entity submitting a formal proposal in response to this Solicitation.
- E. “Services” means the services, tasks, functions and responsibilities described in the Contract.
- F. “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 the Contract. USAC will, following Contractor’s tender, inspect and/or test the Deliverables or Services and:

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

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

Unless specified elsewhere in the Contract, title to items furnished under the Contract shall pass to USAC upon acceptance, regardless of when or where USAC takes possession.

III. ENTIRE CONTRACT / BINDING EFFECT

The contract, including any attachments identified therein 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. USAC’s Terms and Conditions 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 the Contract will be effective only if in writing and signed by the party granting the waiver. The 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 the Contract shall not be modified other than in writing signed by the parties. The parties may bilaterally modify the Contract as needed.

V. INVOICES

- A. *Where to Submit Invoices.* Contractor shall submit invoices through the USAC Coupa Supplier Portal (“CSP”) method or via the Supplier Actionable Notification (“SAN”) method. The CSP method will require Contractor to register and create an account for the CSP. An invitation link to the CSP may be obtained by emailing CoupaHelp@usac.org. The SAN method will require Contractor to invoice USAC directly from the purchase order (“PO”) sent by USAC via email. For the SAN method, the USAC email will contain a notification with action buttons which will allow Contractor to create an invoice, add a comment, and acknowledge the receipt of the PO. For assistance on all Coupa related billing questions, Contractor may email CoupaHelp@usac.org. For assistance on all non-Coupa related billing questions, Contractor may email accounting@usac.org.
- B. *Invoice Submittal Date.* Contractor may submit invoices for payment upon completion and USAC’s acceptance of all of the work associated with a Contract or, if the period of performance of a Contract exceeds sixty (60) days, once every thirty (30) days, with the submission of the first invoice no earlier than thirty (30) days after issuance of the Contract.
- C. *Content of Periodic Invoices.* If periodic invoices are submitted for a Contract, 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.

VI. PRICE/TAXES

Prices stated on the Contract are firm and shall remain firm until USAC's acceptance of all Services and Deliverables unless otherwise expressly agreed to in writing by both parties. All prices specified herein include all charges for labeling, packing, packaging, loading, storage, inspection, and insurance. The total firm fixed price for the Services and Deliverables provided under this Contract includes applicable federal, state, or local sales, use, or excise taxes.

VII. PAYMENT / RATES

Contractor shall be paid for Services performed on a fixed-price, service category rate basis using the service categories and fixed rates set forth in Attachment 1. USAC will pay invoices submitted in accordance with Section V, above, within thirty (30) calendar days of receipt of invoice, provided the Services and/or Deliverables have been delivered and accepted by USAC. The labor rates are firm and shall remain firm unless agreed to in writing by the parties, or unless Contractor provides a rate reduction or discount thereto. All labor rates specified herein are fully loaded and include all direct and indirect costs and expenses, including applicable federal, state, or local sales, use, or excise taxes, and profit.

VIII. 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 the Contract.

IX. ASSIGNMENT / SUBCONTRACTING

Contractor shall not assign or subcontract all or any portion of the Contract without obtaining USAC's prior written consent. Consent must be obtained at least thirty (30) days prior to the proposed assignment or subcontracting. USAC may require information and assurances that the proposed assignee or subcontractor has the skills, capacity, qualifications and financial strength to meet all of the obligations under the Contract. An assignment or subcontract shall not release the Contractor of the obligations under the Contract, and the assignee or subcontractor shall be jointly and severally liable with the Contractor. 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>.

X. REPORTING

Reports shall be accurate and timely and submitted in accordance with the due dates specified in this Contract. Should Contractor fail to submit reports or correct inaccurate reports, USAC reserves the right to delay payment of invoices until an accurate report is received and accepted.

XI. TERMINATION FOR CONVENIENCE

USAC may terminate the Contract for any reason or no reason upon one (1) day prior written notice to the Contractor. Subject to the terms of the 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.

XII. TERMINATION FOR CAUSE

Upon the expiration of a ten (10) day cure period (during which the defaulting party does not provide a sufficient cure), the non-defaulting party may terminate the Contract 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, 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 the 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.

XIII. STOP WORK ORDER

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 in writing, 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 the Contract shall be extended on a day for day basis from such date, plus reasonable additional time, as agreed upon between the parties, acting in good faith, to allow Contractor to reconstitute its staff and resume the work.

XIV. LIMITATION OF DAMAGES

Except in cases of gross negligence or willful misconduct, in no event shall USAC be liable for

any consequential, special, incidental, indirect or punitive damages arising under or relating to the performance of the Contract and in no event shall USAC's entire cumulative liability, from any causes whatsoever (including indemnification obligations, if any) exceed the amounts paid to Contractor under the Contract. All exclusions or limitations of damages contained in the Contract, including, without limitation, the provisions of this Section C.XIV, shall survive expiration or termination of the Contract.

XV. INDEMNITY

Contractor shall defend, indemnify and hold harmless USAC from and against, any costs, liabilities, damages or expenses (including reasonable attorneys' fees) arising out of or relating to: (1) claims for personal injuries, death or damage to tangible personal or real property to the extent proximately caused by the negligent acts or negligent omissions of Contractor or its employees, agents, consultants, or Subcontractors in connection with this Contract; and (2) claims of any nature whatsoever to the extent caused by the violation of contract terms, negligence, illegal or intentional wrongful acts or omissions of Contractor or its employees, agents, consultants, or Subcontractors in connection with the performance of the Services.

XVI. 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. 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;
 2. Information regarding USAC's processes and procedures (including, but not limited to, program operational Information, Information regarding USAC's administration of its programs, and Information regarding USAC's processing of applications for program support);
 3. Information concerning USAC's relationships with other vendors or contractors, 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 the Contract; the foregoing shall not include Information that is already lawfully in

the possession of the recipient party prior to the receipt of such Information;

6. Any Information identified as confidential by the disclosing party; and
 7. Personally Identifiable Information (“PII”), any information about an individual that can be used to distinguish or trace an individual’s identity either alone or when combined with other information that is linked or linkable to a specific individual. Examples of PII include name, address, telephone number, date and place of birth, mother’s maiden name, biometric records, etc.
- 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 the 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 a Recipient’s or sub-Recipient’s performance of the 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, 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 (i.e., within one (1) hour) upon becoming aware of the breach. Contractor will follow-up with the USAC General Counsel and provide information on 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. In the event Confidential Information of USAC is requested, Recipient must notify USAC, with a copy to USAC's General Counsel, of the request. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide the 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 the 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.

XVII. RETURN OF USAC INFORMATION

- A. "USAC Information" includes Information and Data provided by USAC to Contractor for use in the performance of the Contract, Data that is collected, developed or recorded by Contractor in the performance of the Contract, including without limitation, business and company personnel information, program procedures and program specific information, and Data that is created or derived from such Data. USAC Information is Confidential Information and subject to all requirements in Section C.XVI.
- B. Promptly upon the expiration or termination of the 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 or its employees or any subcontractors or their employees. 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.
- C. USAC Information is provided to Contractor solely for the purpose of rendering the Services, and USAC Information or any part thereof shall not be sold, assigned, leased, or otherwise transferred to any third party by Contractor (except as required to perform the Services or as otherwise authorized in the Contract), commingled with non-USAC Information, or commercially exploited by or on behalf of Contractor, or its employees or agents.

XVIII. INFORMATION SECURITY

Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of Confidential Information, including any PII, in its possession according

to National Institute of Standards and Technology (“NIST”), FISMA requirements, and the Office of Management and Budget (“OMB”) requirements. 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, or back-up and store USAC’s Confidential Information without first obtaining USAC’s written consent.

XIX. MALICIOUS SOFTWARE

Contractor represents and warrants that it shall use its best efforts to prevent the introduction into USAC’s network, software or systems (“USAC IT Systems”) of any Software, 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.

XX. FISMA PROVISIONS

Contractor shall meet and comply with all USAC IT Security Policies and all applicable USAC, NIST, and FISMA requirements and other Government-wide laws and regulations for the protection and security of information systems and data.

Safeguarding of Covered Contractor Information Systems:

USAC’s data security strategy includes the requirement to ensure the security of data protection controls regardless of the location or the party responsible for those controls. Contractor acknowledges that it serves a vital role in achieving this goal. Contractor shall apply the following minimum safeguarding requirements and procedures from NIST SP 800-171 “Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations” to protect covered Contractor information systems and USAC Data. Contractor shall provide USAC with copies of its security policies and procedures to review, upon request. USAC may require a written response that may be an attestation of compliance, a submission of supporting document, or both. If USAC requests a written response, Contractor shall submit an electronic copy of the document(s) confirming compliance within ten (10) calendar days. If there are any requirements that are out of scope or that cannot be complied with, Contractor shall fully explained those requirements with a business justification.

1. Limit information system access to only authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
2. Limit information system access to only the types of transactions and functions that authorized users are permitted to execute.
3. Verify and control/limit connections to and use of external information systems.
4. Control information posted or processed on publicly accessible information systems.
5. Identify information system users, processes acting on behalf of users, or devices.
6. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
7. Sanitize or destroy information system media containing USAC Information before disposal or release for reuse.
8. Limit physical access to organizational information systems, equipment, and the respective operating environments to only authorized individuals.
9. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
10. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
11. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
12. Identify, report, and correct information and information system flaws in a timely manner.
13. Provide protection from malicious code at appropriate locations within organizational information systems.
14. Update malicious code protection mechanisms when new releases are available.
15. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

XXI. TECHNOLOGY CONSIDERATIONS

Contractor shall ensure that COTS software or Software as a Service (“SaaS”) software deployed in the cloud or on USAC’s on-premise infrastructure satisfies the following requirements:

- A. The product must be able to utilize USAC’s instance of OKTA’s Identity and Access Management software for user authentication and provisioning. OKTA is a cloud-based Identity and Access Management product used by USAC.
- B. Any USAC data stored in a COTS/SaaS product database must be readily accessed by USAC via standard web services or another standard access mechanism.
- C. The product must be FedRAMP-accredited.

For solicitations and contracts involving the development of custom software, Contractor shall

ensure that the custom software developed for USAC:

- A. Implements all required security controls and meets FISMA accreditation guidelines.
- B. Reuses available USAC technology services (microservices, APIs) unless Contractor demonstrates that those services are unable to meet the requirements.
- C. Uses the USAC Technical Stack unless Contractor demonstrates that those components are unable to meet the requirements. Key components of USAC's Technical Stack include the following:
 - Java / Spring Framework Suite (Language and frameworks)
 - OKTA (Identity and Access Management)
 - Apache Kafka (Messaging)
 - PostgreSQL / PostGIS (Database)
 - Elasticsearch, Logstash, Kibana
 - Atlassian tools (SDLC)
 - Apache Tomcat (Application Servers)
 - Red Hat Enterprise Linux (OS)

Further details of USAC's technical stack and service architecture may be provided as appropriate

XXII. 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 the 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 XVII above 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, 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 shall not, without the prior written permission of the USAC Procurement Office, incorporate in Data delivered under the Contract any Data not first produced in the performance of the Contract unless Contractor: (1) identifies the Data; and (2) grants to USAC, or acquires on USAC's behalf, a non-exclusive, royalty free, world-wide irrevocable license to use the Data.

XXIII. RESPONSIBILITY FOR CONTRACTOR PERSONNEL

Contractor personnel working on USAC premises are required to sign and agree to the terms of a Visitor 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 the Contract.

Contractor personnel requiring access to USAC IT Systems will be required to sign USAC's IT Security Rules of Behavior Form and complete mandatory IT Security and Privacy Awareness Online Training. Contractor may be required to complete Role-Based Privacy Act Training, at Contractor's own cost, if accessing USAC information systems designated as Federal systems of record.

Security Briefings. Before receiving access to IT resources under the Contract, Contractor personnel must provide security training to its own employees. USAC will review and approve Contractor's security training materials and verify that training certifications and records are provided, if requested during an annual FISMA audit. If Contractor employees will be in USAC offices or have access to USAC IT systems, background checks are required pursuant to NIST. Contractor shall conduct background checks on its employees and provide evidence of the background checks to USAC upon request.

XXIV. RECORD RETENTION

During the term of the Contract and for three (3) years following final payment, Contractor shall maintain and make available at its offices at all reasonable times, the records, materials, and other evidence relating to the Contract for examination, audit, or reproduction.

XXV. KEY PERSONNEL

USAC may specify which Contractor employees are key personnel under the Contract. Contractor key personnel assigned to the Contract must remain in their respective positions throughout the term of the Contract. 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:

- A. 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
- B. 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 XXV shall apply to their placement on and removal from the Contract.

XXVI. SHIPMENT/DELIVERY

Terms of any shipping are F.O.B. USAC's delivery location unless otherwise noted in the Contract. All goods, products items, materials, etc. purchased hereunder must be packed and packaged to ensure safe delivery in accordance with recognized industry-standard commercial practices. If, in order to comply with the applicable delivery date, Contractor must ship by a more expensive means than that specified in the Contract, Contractor shall bear the increased transportation costs resulting therefrom unless the necessity for such shipment change has been caused by USAC. If any Materials are not delivered by the date specified herein, USAC reserves the right, without liability, to cancel the Contract as to any Materials not yet shipped or tendered, and to purchase substitute Materials and to charge Contractor for any loss incurred. Contractor shall notify USAC in writing promptly of any actual or potential delays (however caused) which may delay the timely performance of this Contract. If Contractor is unable to complete performance at the time specified for delivery hereunder, by reason of causes beyond Contractor's reasonable control, USAC may elect to take delivery of materials in an unfinished state and to pay such proportion of the Contract price as the work then completed bears to the total work hereunder and to terminate this Contract without liability as to the balance of the materials covered hereunder.

XXVII. INSURANCE

At its own expense, 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 the 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. Contractor shall provide written notice thirty (30) days prior to USAC in the event of cancellation of or material change in the policy.

XXVIII. CONFLICTS OF INTEREST

It is essential that any Contractor providing Services or Deliverables in support of USAC's administration of 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. 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, with a copy to USAC's General Counsel, 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. Contractor shall also notify USAC of any conflicts Contractor has with USAC vendors. 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, 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 government employee in connection with the award. In order to maintain the required neutrality, Contractor must not advocate any policy positions with respect to the USF programs or the USF during the term of the Contract. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC.

XXIX. INVALIDITY OF ANY PROVISION

It is the intent of the parties that the provisions of the 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 the 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.

XXX. WAIVER

Any waiver of any provision of this Contract must be in writing and signed by the parties hereto. Any waiver by either party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

XXXI. SEVERABILITY

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

XXXII. CHOICE OF LAW / CONSENT TO JURISDICTION

The 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 the Contract shall be litigated exclusively in the district 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 procurement specialist 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.

XXXIII. 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 the 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”). 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 the Contract.

XXXIV. RIGHTS IN THE EVENT OF BANKRUPTCY

All licenses or other rights granted under or pursuant to the 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 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 the Contract and shall not, as a result of such proceedings, forfeit its rights to any Material, license, Software, Data or works made for hire.

XXXV. NON EXCLUSIVITY

Except as may be set forth in the Contract, 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 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 the Contract.

XXXVI. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that it is an independent contractor to USAC and Contractor’s key personnel, employees, representatives, directors, officers, subcontractors and agents are not employees of USAC. USAC will not withhold or contribute to Social Security, workers’ compensation, federal or state income tax, unemployment compensation or other employee benefit programs on behalf of Contractor or Contractor personnel. Contractor shall

indemnify and hold USAC harmless against any and all loss, liability, cost and expense (including attorneys' fees) incurred by USAC as a result of USAC not withholding or making such payments. Neither Contractor nor any of Contractor's personnel are entitled to participate in any of the employee benefit plans of, or otherwise obtain any employee benefits from, USAC. USAC has no obligation to make any payments to Contractor's key personnel, employees, representatives, directors, officers, subcontractors and agents. 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.

XXXVII. TEMPORARY EXTENSION OF SERVICES

USAC may require continued performance of any Contract services within the limits and at the rates specified in the Contract. Except as may be set forth in the Contract, USAC may extend the services more than once, but the total extension of performance hereunder shall not exceed six (6) months. The USAC Procurement representative may exercise an option to extend by written notice to Contractor within ten (10) days prior to expiration of the then current term.

XXXVIII. NOTICES

All notices, consent, approval or other communications required or authorized by the Contract shall be given in writing and shall be:

- (a) personally delivered,
- (b) mailed by registered or certified mail (return receipt requested) postage prepaid,
- (c) sent by overnight delivery service (with a receipt for delivery), or
- (d) sent by electronic mail with a confirmation of receipt returned by recipient's electronic mail server to such party at the following address:

If to USAC:

Vice President of Procurement and Strategic Sourcing

Universal Service Administrative Company

700 12th Street, NW, Suite 900

Washington, DC 20005

Email: To the designated USAC Contract Officer for this procurement, with a copy to usacprocurement@usac.org.

If to Contractor: To the address or email set forth in the Contractor's proposal in response to the Solicitation.

XXXIX. SURVIVAL

All provisions that logically should survive the expiration or termination of the Contract shall

remain in full force and effect after expiration or early termination of the term of the Contract. Without limitation, all provisions relating to return of USAC information, confidentiality obligations, proprietary rights, and indemnification obligations shall survive the expiration or termination of the Contract.

XL. EXECUTION / AUTHORITY

The 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 portable document format (“PDF”) shall be as effective as if it was an original signature. Each person signing the Contract represents and warrants that they are duly authorized to sign the Contract on behalf of their respective party and that their signature binds their party to all provisions hereof.

SECTION D:

Attachments

Attachment List:

- Attachment 1: Bid Sheet
- Attachment 2: Confidentiality Agreement

SECTION E: Instructions and Evaluation Criteria

I. GENERAL

A. CONTRACT TERMS AND CONDITIONS

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

The Offeror’s proposal may identify deviations from, or revisions, exceptions or additional terms (collectively “exceptions”) to the Terms and Conditions, but only if such exceptions are clearly identified in a separate **Attachment** to Volume II, “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 review changes or additions to the RFP Terms and conditions that are included in Offeror’s proposal. After selection of the awardee, USAC will not consider or negotiate any exceptions to the Terms and Conditions.

B. PERIOD FOR ACCEPTANCE OF OFFERS

The Offeror agrees to hold the firm fixed price 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 Section B. Scope of Services, and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to USAC Procurement Department, no later than 11:00 AM ET on June 3~~May~~ 27, 2020 (Proposal Due Date).
- Be submitted in the form of one electronic copy submitted to rfp@usac.org. The subject line for all email communication related to this solicitation should **only** state the Solicitation Number, **HC-20-063**, of this RFP.

C. PROPOSAL SCHEDULE

DATE	EVENT
April 28, 2020	RFP Released
May 7, 2020	Questions Due to USAC by 11:00 AM ET at rfp@usac.org
May 14, 2020	Answers posted by USAC
May 27 June 3, 2020	Proposal Due to USAC by 11:00 AM ET at rfp@usac.org
July 2020	Anticipated Award Date
August 2020	Work Begins

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 (1) circumstances beyond the control of Offeror prevented timely submission, (2) consideration of the offer is in the best interest of USAC, or (3) the offer is the only proposal received by USAC.

D. AMEND, REVISE OR CANCEL RFP

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

II. CONTRACT AWARD

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

III. IDENTIFICATION OF CONFIDENTIAL INFORMATION

The proposal shall clearly and conspicuously identify information contained in the proposal that the Offeror contends is Confidential Information. *See* Section C.XIV.

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 data universal numbering system ("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's representative.

V. PROPOSAL CONTENT

Each proposal shall be comprised of the following four (4) volumes:

A. VALUME I - CORPORATE INFORMATION

This volume must include:

1. A cover page, as outlined above.
2. 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 Contract.
3. Pricing information should not appear in the Executive Summary.
4. A statement regarding any known conflicts of interest.
 - a. USAC procurements are conducted with complete impartiality and with no preferential treatment. 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.
 - b. Offerors must identify any actual or potential conflicts of interest including current USAC vendors 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.

- c. 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.

B. VOLUME II - TECHNICAL

This volume must include:

1. A cover page, as outlined above.
2. A summary detailing Offeror's Third Party Identity Verification experience and compliance with FISMA/NIST in addition to a brief summary of the Offeror's experience in authenticating and validating stakeholders identity information.
3. An in-depth discussion of Offeror's technical approach to providing the services listed in Section B., along with a clear statement of whether or not the Offeror's performance of the Contract will comply with all requirements, Terms and Conditions set forth in the RFP. Offerors must submit a detailed response to this RFP. The Offeror must clearly state whether it will comply with all requirements and Terms and Conditions set forth in the RFP, and provide detailed information about how it will fulfill the requirements of the RFP. Any deviations from, or exceptions to, the requirements or Terms or Conditions contained in this RFP must be clearly identified in an Attachment B to Volume II.

Note: Offers that include material deviations from, or take material exceptions to, RFP requirements, Terms or Conditions will be evaluated as technically unacceptable and

will be ineligible for award unless USAC subsequently amends the RFP to modify the requirements or, if discussions will be held, decides to address the deviations/exceptions during discussions and thereby resolves the deviations/exceptions are thereby resolved.

4. Technical Approach. Technical proposals that merely repeat the requirements set forth in the RFP and state that Contractor “will perform the statement of work” or similar verbiage will be considered technically unacceptable and will not receive further consideration. USAC is interested only in proposals that demonstrate the Contractor’s expertise in performing engagements of this type as illustrated by the Offeror’s description of how it proposes to perform the requirements set forth in this RFP.
5. Key Personnel. Identify by name all key personnel. Describe the technical knowledge and experience of proposed personnel in the requested services with respect to, but not limited to, experience and qualifications including depth of knowledge, expertise and number of years. It is preferred that the Project Manager have at least 10+ years of experience with project management including planning, organizing, directing, controlling and financial management while in the role of Project Manager. Provide two (2) clients in which the proposed Project Manager held a similar position. Indicate any other personnel that will be assigned to USAC and his/her role on the contract. Provide a brief summary of each of these professional staff members’ qualifications to include education and all relevant experience.
 - a. Submit resumes for all key personnel, as an attachment (**Attachment 1**) to the technical volume, no longer than two (2) pages in length per resume.
 - b. If Contractor, at the time of proposal and prior to the award of the contract, has information that any such key personnel anticipate terminating his or her employment or affiliation with Contractor, Contractor shall identify such personnel and include the expected termination date in the proposal.
6. Experience. Describe your firm’s experience with Third Party Identity Verification of Federal programs and others of similar size and scope. Provide examples of projects and personnel to include project scope, size, and complexity, and types of positions with length of assignments.
7. Capabilities. Describe Offeror’s capabilities for performing the Contract, including personnel resources and management capabilities. If applicable, describe how subcontractors or partners are used and how rates are determined when using subcontractors. Provide a list of firms, if any, that will be used.

8. Timeline. Offerors shall describe in detail their process for conducting activities to manage the Project, including how the Offeror intends to staff and complete these activities. Offerors shall describe in detail their plan for completing/performing the services as identified in Section B. in a time allotted.

C. VOLUME III - PAST PERFORMANCE EVALUATION

This volume must include:

1. A cover page, as outlined above.
2. A list of three (3) current or recently completed contracts (no older than 3 years from the date of the solicitation) similar in scope to those required by this solicitation. Each entry on the list **must** contain:
 - (i) the client's name;
 - (ii) the project title;
 - (iii) the period of performance;
 - (iv) the contract number;
 - (v) the contract value;
 - (vi) a primary point of contact (including the telephone number and email address for each point of contact, if available);
 - (vii) 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.

- a. 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:
 - (i) an overview of the engagement;
 - (ii) a description of the scope of work performed;
 - (iii) its relevance to this effort;
 - (iv) 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 (1) page.

- b. 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 Offeror's 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. VOLUME IV - PRICE

This volume must include:

- (1) Cover Page. A cover page, as outlined above.
- (2) Pricing Information.
 - (i) Completed pricing information in the format of Attachment 1 (Bid Sheet and Payment Schedule).
 - (ii) The firm fixed unit price should be *fully burdened* and must include wages, overhead, general and administrative expenses, travel, taxes and profit.

E. PAGE COUNT LIMITS

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

1. Volume I – Corporate Information; may not exceed four (4) pages, including Cover page.
2. Volume II – Technical; may not exceed fifteen (15) pages including Cover page; however excluding Attachment 1 (Resumes)
3. Volume III – Past Performance Information; may not exceed four (4) pages, including Cover page.
4. Volume IV – Price; may not exceed four (4) pages, including Cover page.

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

VI. EVALUATION

A. EVALUATION FACTORS

USAC will award a single contract resulting from this solicitation to the responsible Offeror whose offer 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 evaluate offers and select the awardee – technical, past performance, and price. When combined, the technical and past performance factors are significantly more important than price.

1. **Technical:** The technical sub-factors listed below in descending order of importance:
 - a. Technical Approach
 - i. The proposal shall include a methodological work plan for completing each task in the Scope of Services.
 - ii. The Contractor shall include information about how it will ensure that all content provided is accurate and up-to-date.
 - iii. The proposal shall include a comprehensive timeline that will demonstrate the Contractor's ability to complete all tasks within the period of performance.
 - iv. The proposal shall include a list of assumptions and dependencies with completing each of the tasks specified in the Scope of Services.
 - v. The proposal shall include a high-level summary of anticipated challenges and potential problem areas with methods and approaches for resolution.
 - b. Experience
 - i. Experience in Third Party Identity Verification of Federal programs
 - ii. Other experiences of similar size and scope
 - c. Capabilities
 - i. Management and human resources capabilities
 - ii. Internal quality control procedures
 - d. Timeline
 - i. Process for conducting project activities
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, how recent the project is (no older than 3 years from the date of the solicitation), and quality of the Offeror's past performance on past or current contracts for the same or similar services. Past performances 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 references (including detailed references for the Offeror's 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).

3. **Price Evaluation:** USAC will evaluate price based on the firm fixed unit price, listed in the Bid Sheet. Price is the least important evaluation factor and USAC may not necessarily 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 service category 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.

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 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.

C. RESPONSIBILITY DETERMINATION

USAC will only award a contract to a responsible Offeror. USAC will make a responsibility determination based on any available information, including information submitted in an Offeror's proposal. In making a responsibility determination, USAC will consider whether:

1. the Offeror has sufficient resources to perform the Contract;
2. the Offeror has a satisfactory record of performance, integrity and business ethics;
3. 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;

4. the Offeror has the facilities, technical and personnel resources required to perform the contract; and
5. the Offeror is not excluded from Government contracting, as listed on the excluded parties list in <https://www.sam.gov>.