

**USAC Solicitation for Fraud Risk Assessment**

**SOLICITATION INFORMATION:**

Method of Solicitation: Request for Proposal (“RFP”)  
 Contract Period of Performance: TBD  
 Solicitation Number: LG-20-069  
 Solicitation Issue Date: May 12, 2020  
 Question Due Date: May 20, 2020  
 Offer Due Date: June 15, 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: rfp@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**

#### **I. THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY**

The Universal Service Administrative Company (“USAC”), is the permanent, neutral administrator of the federal Universal Service Fund (“USF Programs”). The four USF programs (High Cost, Lifeline, Rural Health Care, and Schools and Libraries) provide funding for the expansion of telecommunications and broadband access to rural communities and health care facilities, schools and libraries across the country, and low income households. The USF Programs are governed by rules and requirements established by the Federal Communications Commission (“FCC”). Consistent with FCC rules, USAC does not make policy or interpret unclear provisions of statutes or the FCC’s rules. Universal service is paid for by contributions from telecommunications carriers, including wireline and wireless companies, interconnected Voice over Internet Protocol providers, and cable companies that provide telecommunications voice services.

USAC has approximately 600 employees and works in close partnership with the FCC and other federal and state partners to achieve the goals of the four USF programs. The USAC program divisions are supported by USAC personnel in Finance, General Counsel, Information Systems, Internal Audit, Enterprise Program Management, and Human Resources.

The High Cost Program is dedicated to preserving and advancing voice and broadband service, both fixed and mobile, in rural areas of the United States. The administration of the High Cost Program by USAC’s High Cost Division has undergone significant modernization in the last several years to increase innovation and ensure beneficiaries have access to updated technology. USAC is leveraging the new High Cost Universal Broadband Portal (“HUBB”), which allows telecommunications carriers participating in the Connect America Fund programs to file deployment data showing where they are building out mass-market, high-speed internet service by precise location. This information includes latitude and longitude coordinates for every location where service is available, and USAC will eventually display this information on a public-facing map to show the impact of Connect America funding on broadband expansion throughout rural America.

As the administrator of the USF Program, USAC has an obligation to detect and avoid waste, fraud and abuse. Consistent with the GAO Fraud Risk Framework established by the Government Accountability Office (GAO 15-593SP, July 2015), USAC has established processes and procedures for a fraud risk framework, including establishing a Fraud Risk Group within USAC’s Office of the General Counsel to oversee the fraud risk framework for all of USAC, and conduct fraud risk assessments.

USAC is a not-for-profit Delaware corporation that works 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. 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 2 C.F.R. Part 200 (collectively “Procurement Regulations”). The Contract awarded as a result of this RFP will not be a subcontract under a Federal prime contract.

## **II. OVERVIEW OF THE PROJECT**

- A. Request for Proposal. USAC is seeking proposals from qualified entities to: (1) conduct an assessment of USAC’s current approach to the GAO Fraud Risk Framework; (2) conduct an assessment of USAC’s internal controls for the High Cost Program processes including, but not limited to validations, verifications, and disbursements, to determine if they are adequate from a fraud risk perspective; (3) define and implement a GAO Fraud Risk Framework for the High Cost Program; (4) conduct a fraud risk assessment of USAC’s High Cost Program; (5) provide a framework and best practices for USAC to conduct future fraud risk assessments on the other USF programs; and (6) provide training and procedures to assist USAC in conducting fraud risk assessments in the future.
- B. Desired Results. USAC desires to have the following as a result of hiring a contractor (“Contractor”) pursuant to this RFP:
- (1) Analysis of USAC’s current compliance with the GAO Fraud Risk Framework.
  - (2) Detailed assessment of USAC’s High Cost Program processes and procedures, and relevant FCC rules, policies and procedures, in order to make recommendation for improvements to USAC’s internal controls and FCC rules and procedures from a fraud risk perspective.
  - (3) Comprehensive GAO Fraud Risk Framework for the High Cost Program.
  - (4) Standardized methodology and processes for USAC to conduct risk assessments for the other USF programs, and for USAC to use the results of such assessments as part of the development of a robust antifraud strategy.
  - (5) Leading practices and training and procedures to assist USAC in conducting fraud risk assessments in the future.

## **III. 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:

### REQUIREMENTS AND SCOPE OF WORK

#### I. OVERVIEW

- A. GAO Fraud Risk Framework. Contractor shall evaluate all steps taken by USAC's Fraud Risk Group to implement the GAO Fraud Risk Framework, and provide a gap analysis of improvements or best practices that could be made to such framework. In addition, Contractor will establish a comprehensive GAO Fraud Risk Framework for the High Cost Program.
- B. High Cost Risk Assessment. Contractor shall conduct a fraud risk assessment of how the High Cost Program prevents, detects, and responds to potential fraud. The Contractor will review and evaluate relevant FCC rules, policies, and procedures and USAC internal controls currently in place and identify potential weaknesses or areas needing improvement from a fraud risk perspective. The assessment shall include a review of the other departmental activities within USAC (Audit, Finance, Legal, and the Enterprise Project Management Office (EPMO)), that assist in preventing, detecting and responding to fraud.

The purpose of this assessment is to establish a third party assessment of the High Cost Program's fraud risks. The assessment should include an evaluation of FCC rules, policies, and procedures and of how USAC's High Cost Division: (1) determines fraud risks; (2) considers the potential impact of fraud, and (3) how it prevents, detects, and responds to fraud. It should include the risks the High Cost Program faces from both external parties (e.g., carriers that receive High Cost support and vendors that provide services to USAC) and internal sources. The risk assessment deliverable will provide an objective assessment to improve High Cost operations by creating a more systematic and effective approach to fraud risk mitigation, including risk response strategies that the High Cost Division can leverage to meet its goals. Contractor shall present to USAC and the FCC Wireline Competition Bureau and the FCC Office of Managing Director any recommendations and suggested actions.

- C. Framework for Fraud Risk Assessments. In addition to a fraud risk assessment of the High Cost Program, the Contractor shall provide a framework for USAC to conduct fraud risk assessments of its other programs. The Deliverables and outcomes resulting from this project will assist USAC's Office of General Counsel Fraud Risk Group ("OGC Fraud Risk Group") with planning, developing, and structuring future fraud risk assessments.
- D. USAC Technical POC. The USAC point of contact ("POC") for this engagement is USAC's Office of the General Counsel. Contractor will receive access to the management and staff within the High Cost Division, as well as access to other USAC departments, as needed and determined by the USAC POC.

## II. TYPE OF CONTRACT

The contract to be awarded pursuant to this RFP will be a single-award contract (“Contract”). The Contract will be for a firm-fixed price for the Initial Term, and task order based for three (3) additional one-year renewal option (“Option Year”(s)). The firm fixed price for the work (total project and all line items) is to be set forth in Attachment 1 to the Contractor Response to the RFP. The firm fixed price must include all direct and indirect costs set forth in this Section B, including equipment, product support, supplies, general and administrative expenses, overhead, materials, travel, labor, taxes (including use and sales taxes), shipping, and profit. USAC will not reimburse Contractor for any travel-related expenses.

## III. CONTRACT TERM AND OPTION YEARS

- A. Initial Term. The initial term of the Contract shall not exceed twelve (12) months (the “Initial Term”). Parties responding to this RFP shall include a timeline for commencing and completing the work. This timeline shall be for the Initial Term of the Contract.
- B. Option Years. The Contract shall include up to three (3) Option Years, in which USAC, at its discretion, may elect to extend the Contract to issue task order(s) in order to include fraud risk assessments of other USF programs (“Task Orders”). USAC may exercise each Option Year by providing Contractor 30 days’ prior written notice. USAC will issue a task order request for proposals (TORP), identifying the additional program or programs for which USAC requests Contractor conduct a fraud risk assessment, after which USAC will award a Task Order to a Contractor. USAC may award Task Orders at any time during the Option Years. The performance period of each Task Order will be stated within the Task Order.

## IV. PLACE OF PERFORMANCE AND PLACE OF MEETINGS

- A. Place of Performance. All required Contract Services must be performed within the United States at the Contractor site, or USAC’s corporate headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005 (“USAC Headquarters”), as needed.
- B. Kick-Off Meeting. A Contract kick-off meeting will be held at USAC Headquarters. Status and other meetings may be held telephonically or in person, at USAC’s discretion. USAC will not reimburse Contractor for any travel related expenses for kick-off, status, and other meetings. During an Option Years, each Task Order will have its own kick-off meeting.
- C. Work Space and Access to Information System. Services requiring work at USAC Headquarters will include appropriate work space and appropriate access to USAC’s computer network. No hardware will be provided.

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 if accessing USAC information systems designated as Federal systems of record under the Privacy Act of 1974.

- D. Status and Update Meetings. Status update meetings and other meetings may be held onsite or virtually, except to the extent that the USAC POC or the Contractor requires in-person presence.
- E. Visitor Forms and Badges. While attending USAC Headquarters for meetings or to conduct the assessment, Contractor staff will be considered as visitors. All visitors are required to complete USAC's Visitor Form and wear a badge while on premises.
- F. Required Meetings. Required meetings are set forth in Section B.VIII. below.

## V. QUALIFICATIONS

The selected Contractor must meet the following qualifications:

- a. Knowledge and experience with the United States Government Accountability Office (GAO) Fraud Risk Framework (GAO 15-593SP, July 2015).
- b. Demonstrated experience and expertise providing the types of Services outlined in this section, Requirements and Scope of Work.
- c. Proven track record in providing these and similar types of Services for governmental and quasi-governmental agencies. USAC would prefer a Contractor who has worked with federal agencies.
- d. Qualified and properly licensed to perform the obligations under this RFP in compliance with all applicable Federal laws and regulations, statutes, and policies.
- e. Key Personnel Requirements (see Section B.IX below).

## VI. PERFORMANCE REQUIREMENTS

- A. Applicable Government Standards. The risk assessment shall be conducted in accordance with the procedures and best practices set forth in the GAO Fraud Risk Framework (GAO 15-593SP, July 2015). In addition, to the extent applicable, the risk assessment shall follow the standards and best practices identified in: (1) GAO Standards for Internal Control (GAO-14-704G, Sept. 2014, a/k/a the Green Book); (2) the GAO Internal Control Management and Evaluation Tool (August 2001); and (3) OMB Circular No.A-123.
- B. High Cost and USF Regulations. Contractor must be familiar with the FCC's rules governing the federal universal service fund for the High Cost program located at 47 C.F.R. §§ 54.302-54.320. Additionally, the Contractor must be generally familiar with the FCC decisions and orders regarding the High Cost program. USAC will provide the Contractor with a list of the

orders most relevant to the work to be performed under this procurement. FCC orders can be located at the following link on the FCC's website: <https://www.fcc.gov/general/universal-service-high-cost-areas-connect-america-fund>. Additional materials relevant to the High Cost program may be found on the USAC public website.

- C. Conceptual Framework: In reviewing USAC's existing fraud risk framework, and conducting a fraud risk assessment of USAC's High Cost program, Contractor should include and provide the following:
- (1) Fraud Risk Framework: Review USAC's current fraud risk framework (as established by the Fraud Risk Group), and establish a robust fraud risk framework for the High Cost Program consistent with GAO and industry best practices.
  - (2) Conduct Fraud Risk Assessment: Conduct a fraud risk assessment that is tailored to the High Cost Program. The assessment should, among other things:
    - (a) Vulnerabilities. Identify areas vulnerable to fraud and determine if adequate fraud prevention measures exist;
    - (b) Core Process Risks. Identify and analyze risks within the core processes and business practices of USAC's High Cost program administration;
    - (c) Program Integrity and Audits. Evaluate whether the current program integrity review by the High Cost program and the audits conducted by USAC's Audit Department are sufficient to identify fraudulent methods or activities in the High Cost Program;
    - (d) Audit and Fraud Investigations. Evaluate whether audit findings and fraud investigations are effectively used to (1) assess and modify USAC's internal administrative controls, and (2) identify and mitigate fraud risks. In doing so, Contractor shall examine whether a systematic process is in place which analyzes audit findings and results of investigations performed by USAC's Audit Department, the FCC Office of Inspector General, the FCC Enforcement Bureau, the GAO, and internal USAC investigations; and
    - (e) Management Oversight. Consider the oversight responsibility of USAC Management for the High Cost Program and whether such oversight is effective. The Contractor shall evaluate USAC Management's role and responsibilities including areas, such as but not limited to, oversight structure, oversight for the internal control system, and input for remediation of deficiencies. The Contractor shall provide recommendations to improve USAC Management's oversight of the internal control system for the High Cost program.
  - (3) Evaluate Assessment: Evaluate the outcomes of the fraud risk assessment to design specific control activities to mitigate the assessed fraud risks, and suggest activities to improve fraud risk management.

- (4) Best Practices: Identify leading practices in other federal programs for managing fraud risks, and make recommendations for USAC to adopt such practices to the extent they are not already being implemented by USAC.
- (5) Strategic Approach: Examine and make recommendations to USAC's existing policies and procedures for managing improper payments and risks, including fraud.
- (6) Control Activities: Identify existing control activities used by USAC's High Cost program to prevent, detect, and respond to fraud; identify any gaps in such control activities; and identify any improvements in such control activities.
- (7) Monitoring Activities: Identify monitoring activities and ongoing practices that should be used by the High Cost program to continuously monitor, prevent, detect and respond to fraud.
- (8) Interviews: Conduct Interviews with the High Cost Program, Audit Department, Finance Department, Legal Department and EPMD to identify fraud risk strategies already in place.
- (9) OGC Fraud Risk Group: Provide guidance and assistance to the OGC Fraud Risk Group in carrying out its role as the antifraud entity within USAC to, among other things: (a) serve as the repository of knowledge on fraud risks and controls; (b) manage the fraud risk-assessment process; (c) lead or assist with trainings and other fraud-awareness activities; and (d) coordinate antifraud initiatives across all USAC programs.
- (10) Fraud Risk Assessments. Provide a framework for USAC to conduct fraud risk assessments of its other programs. The framework should also include recommendations for USAC to improve its fraud detection and prevention efforts to battle against fraud that:
  - (a) Reduces the risk of fraud and fraudulent activities;
  - (b) Deters fraudulent activity;
  - (c) Reduces the opportunities for program applicants, participants, service providers, and third parties to commit fraud; and
  - (d) Saves money and resources in the long run.

## VII. DELIVERABLES

In addition to the Services specified in Section VI above, Contractor shall provide the following Deliverables:

- A. Deliverables Overview and Submission Requirements. Contractor shall utilize experiences and best practices gained from conducting previous business and operational assessments to articulate the format, context, and content of (1) the assessment of USAC's fraud risk framework and (2) the High Cost fraud risk assessment. At a minimum, Contractor shall include the following areas (as applicable) within these assessments:

- (1) Project Plan
- (2) Fieldwork and associated reports
- (3) Risk Assessment Report
- (4) Fraud Risk Framework
- (5) Training

B. Project Plan. The Contractor will provide a sample “Project Plan” and breakdown of the required components with the proposal response, which should be based on Contractor’s past successful assessments and methodology for conducting an assessment of the type requested in this Section B.

- (1) Within 45 days of the Contract Effective Date, Contractor shall submit a detailed Project Plan that addresses the requirements set forth in this Section B, unless USAC in its sole discretion agrees to a later date.
- (2) Prior to developing the Project Plan, Contractor shall meet with USAC staff to obtain detailed information about the High Cost Program and such other input as may be relevant to formulation of the Project Plan.
- (3) Contractor may not begin fieldwork until the USAC POC has approved the Project Plan.
- (4) The Project Plan shall describe all tasks to be undertaken and completed by Contractor. Contractor may request USAC approval for changes to tasks or start and finish dates for tasks in the Project Plan. USAC, in its sole discretion, will determine whether such changes are appropriate.
- (5) The Project Plan shall be subject to approval by the USAC POC. Once the project plan is approved, Contractor shall finalize the Project Plan, incorporating such edits or modifications as requested by the USAC POC.
- (6) Upon approval of the Final Project Plan by USAC, Contractor shall comply with all aspects of the Project Plan, and update the Project Plan as necessary and as requested by USAC throughout the life of the project.
- (7) During the performance of the engagement, Contractor (as well as its agents and employees) shall meet and communicate frequently with USAC to discuss project status. Status meetings shall be held at the discretion of USAC, but at least once every two weeks unless Contractor is notified of a different schedule by USAC. Meetings may be held telephonically at the discretion of USAC. At each meeting, a written status report shall be provided to USAC, covering the period since the last meeting that includes a description of tasks accomplished since the last meeting and any challenges experienced by Contractor

in performing its duties, including alternative strategies for accomplishing its tasks, as appropriate. Contractor shall also provide an update to the Microsoft Project Plan during such meetings. The update shall reflect the most current status for Project Plan tasks in the “Complete” and “Status” fields of the Project Plan.

C. Fieldwork. Contractor shall utilize experiences and best practices gained from conducting risk assessments to articulate the High Cost Risk Assessment Deliverables format, context, and content.

- (1) Fieldwork associated with the Risk Assessment shall be completed no later than four months after the Effective Date, or by such other date set forth in the Project Plan approved by USAC. Contractor shall deliver to the USAC POC a report on the completed fieldwork within four months after the Effective Date.
- (2) At the completion of its fieldwork, the Contractor shall submit to USAC a written representation of completion of all fieldwork. Contractor’s submission shall also include copies of all working papers, including interview summaries, notes taken and other documents associated with the project. The working papers shall be provided to USAC on electronic media. Handwritten notes may be scanned and provided in PDF format, without password or other types of protection.

D. Risk Assessment Report.

- (1) Draft of Risk Assessment Report: For the High Cost Program, Contractor shall submit to USAC a written, draft “Risk Assessment Report” no later than 60 days following completion of fieldwork, or at such other date specified in the Project Plan approved by USAC. The draft Risk Assessment Report shall fulfill the requirements set forth below. After receiving comments on the draft from USAC, Contractor shall make such revisions to the report as it considers appropriate. The final Risk Assessment Report shall contain appendices with Contractor’s responses to any substantive comments provided by USAC with respect to the draft Risk Assessment Report.
- (2) Final Risk Assessment Report: Contractor’s final Risk Assessment Report shall be provided to USAC no later than 30 days after its receipt of comments from USAC, or at such other date as may be established by the Project Plan. The final report shall be submitted in Microsoft Word (unprotected) and PDF formats.
- (3) Content of Risk Assessment Report. The Risk Assessment Report shall contain at a minimum:
  - (a) An assessment of all matters reviewed by Contractor, including those items required to be evaluated;
  - (b) A full description of any risks ascertained during Contractor’s review, with identification of the source of the risks and the potential impact of those risks on the

- High Cost Program (including an evaluation of how those risks affect the specific program goals and a quantification of the risks, to the extent feasible);
- (c) An evaluation of the likelihood of the risk's occurrence;
  - (d) Recommendations for controls to mitigate and manage these risks, including suggested actions to be considered by the FCC and USAC. Contractor shall present such recommendations both to USAC and to the FCC's Wireline Competition Bureau and Office of Managing Director. In addition, Contractor shall be available to answer any questions that either USAC or the FCC may have with respect to such recommendations and suggested actions.
  - (e) A description of the significance of each risk and a ranking of the risks (with an explanation of the basis for the rankings).
- (4) Methodology. The Risk Assessment Report shall describe in detail the methodology used by Contractor for its risk assessment. The Final Report shall also recommend procedures that will allow USAC to periodically check for risks in those areas identified as existing or potential problem areas.
- (5) Format. The Risk Assessment Report shall be structured so that it contains, at a minimum, the following elements:
- (a) Summary: Executive Summary.
  - (b) Methodology: Assessment methodology description (including how risks were identified).
  - (c) Discussion: Risk discussion, containing at a minimum the information required by Section B.VI and Section B.VII.
  - (d) Risk Ratings Matrix:
    - (i) This will include each risk, the risk likelihood rating, risk impact (high, medium or low) and overall risk rating,
    - (ii) Identification of controls or other change recommended to mitigate or manage the risks identified,
    - (iii) Criteria used in determining the overall risk ratings, and
    - (iv) Description of the process used in determining the overall risk ratings
  - (e) Recommendations: Recommendations to modify or otherwise mitigate or manage the risks identified in the Risk Assessment Report. These recommendations shall reflect the GAO Fraud Risk Framework goals, and identify the resources needed to implement the recommended changes (e.g., any data requirements, financial resources, personnel, procedural changes, system changes, internal controls or possibly regulatory changes).

- (f) Supporting Documentation: Supporting documentation demonstrating the basis supporting each finding, conclusion and recommendation in the Risk Assessment Report, together with a citation to supporting work papers (and attachment of copies thereof).
  - (g) Appendices: Appendices with Contractor's responses to any substantive comments made by USAC with respect to the draft Risk Assessment Report.
  - (h) USAC Acceptance. The format and content of draft and final reports must be reasonably acceptable to USAC.
- (6) Risk Assessment Report – Written Delivery. The Risk Assessment Report shall be submitted in hard copy and electronically in Microsoft Office format, unprotected. Contractor shall submit the report in a form and on media reasonably acceptable to USAC. Contractor shall provide all Deliverables to: Ernesto Beckford, General Counsel, USAC, 700 12th Street NW, Suite 900, Washington, DC 20005, and [Ernesto.Beckford@usac.org](mailto:Ernesto.Beckford@usac.org).
- (7) Risk Assessment Presentation. Contractor shall present the Risk Assessment Report to USAC management at the "Risk Assessment Meeting" on a date and at a time mutually agreed to by both parties to the Contract, but no later than 10 days after submission of the Risk Assessment Report. The purpose of the Risk Assessment Meeting is to ensure that USAC understands the findings, conclusions, and recommendations set forth in the Risk Assessment Report.
- (8) Risk Assessment Recommendations. The Risk Assessment Report shall contain Recommendations for controls to mitigate and manage fraud risks, including suggested actions to be considered by the FCC and USAC. Contractor shall present this portion of the report to USAC management and the FCC at the "Risk Recommendations Meeting" on a date and at a time mutually agreed to by both parties to the Contract, but no later than 30 days after submission of the Risk Assessment Report. The purpose of the Risk Recommendations Meeting is to ensure that USAC and the FCC understands the recommendations, and to provide answer to any questions that the FCC or USAC may have with respect to such recommendations.

E. Fraud Risk Framework

- (1) Draft of Fraud Risk Framework: Contractor shall submit to USAC a written, draft “Fraud Risk Framework” no later than 60 days following completion of fieldwork, or at such other date specified in the Project Plan approved by USAC. The draft Fraud Risk Framework shall fulfill the requirements set forth below. After receiving comments on the draft from USAC, Contractor shall make such revisions to the framework as it considers appropriate. The final Fraud Risk Framework shall contain appendices with Contractor’s responses to any substantive comments provided by USAC with respect to the draft Fraud Risk Framework.
- (2) Final Fraud Risk Framework: Contractor’s final Fraud Risk Framework shall be provided to USAC no later than 30 days after its receipt of comments from USAC, or at such other date as may be established by the Project Plan. The final report shall be submitted in Microsoft Word (unprotected) and PDF formats.
- (3) Content of Fraud Risk Framework. The Fraud Risk Framework shall contain at a minimum:
  - (a) An assessment of all matters reviewed by Contractor;
  - (b) An assessment of USAC’s current fraud risk framework, and how such framework may be improved to comply with the GAO Fraud Risk Framework and best practices.
  - (c) A Fraud Risk Framework specifically tailored for the High Cost Program, and steps for implementing that framework.
  - (d) Recommendations for a framework and methodology that USC can utilized in conducting fraud risk assessment of all USF programs.
- (4) Format. The Fraud Risk Framework shall be structured so that it contains, at a minimum, the following elements:
  - (i) Summary: Executive Summary;
  - (j) Methodology: Recommended methodology and framework. These recommendations shall reflect the GAO Fraud Risk Framework goals, and identify the resources needed to implement the recommendations (e.g., any data requirements, financial resources, personnel, procedural changes, system changes, internal controls or possibly regulatory changes);
  - (k) Best Practices: Identify leading practices in other federal programs for managing fraud risks, and include recommendations for USAC to adopt such practices to the extent they are not already being implemented by USAC;

- (l) Guidance: Guidance to the OGC Fraud Risk Group in carrying out its role as the antifraud entity within USAC;
  - (m) USAC Fraud Risk Framework. Recommended improvements to USAC's existing fraud risk framework, and a framework for USAC to conduct fraud risk assessments of its other programs, and a plan to improve fraud detection and prevention efforts;
  - (n) High Cost Fraud Risk Framework. Establish a fraud risk framework specifically tailored to the High Cost Program, and (if necessary) provide a timeline and recommended next steps to complete implementation of that framework; and
  - (o) Appendices: Appendices with Contractor's responses to any substantive comments made by USAC with respect to the draft Fraud Risk Framework.
- (5) Fraud Risk Framework -- Written Delivery. The Fraud Risk Framework shall be submitted in hard copy and electronically in Microsoft Office format, unprotected. Contractor shall submit the report in a form and on media reasonably acceptable to USAC. Contractor shall provide all Deliverables to: Ernesto Beckford, General Counsel, USAC, 700 12th Street NW, Suite 900, Washington, DC 20005, and [Ernesto.Beckford@usac.org](mailto:Ernesto.Beckford@usac.org).
- (6) Fraud Risk Framework Presentation. Contractor shall present the Fraud Risk Framework to USAC management at the "Framework Meeting" on a date and at a time mutually agreed to by both parties to the Contract, but no later than 10 days after submission of the written Fraud Risk Framework. The purpose of the Framework Meeting is to ensure that USAC understands the findings, conclusions, and recommendations of the Contractor's assessments and recommendations as set forth in the Fraud Risk Framework.
- F. Training. Contractor shall conduct training to the OGC Fraud Risk Group to the extent necessary so that the group will be able to conduct its own assessments of USAC's universal service program divisions. Milestones for delivering such training shall be as set forth in the approved Project Plan.
- G. Timeframe. The Contractor shall complete the tasks identified in this Section B and provide deliverable items to the designated USAC POC in accordance with the timeframes set forth herein, or any changes thereto as set forth in the agreed upon schedule in Contractor's approved Project Plan.

H. Deliverables Schedule.

	<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>RFP SECTION REFERENCE</b>
1.	Meet with USAC to Develop Project Plan	Prior to Drafting Project Plan	Section VII.B(2)
2.	Draft Project Plan	45 Days after Effective Date	Section VII.B(1)
3.	Final Project Plan	60 Days after Effective	Section VII.B(3)
4.	Project Plan Meetings and Status Reports	Every two weeks	Section VII.B(7)
5.	Fieldwork Report and Working Papers	Four months after Effective Date	Sections VII.C(1) and VI.C(2)
6.	Draft of Risk Assessment Report	60 days following fieldwork	Section VII.D(1)
7.	Final Risk Assessment Report	30 days after USAC Comments on Draft Report	Section VII.D(2)
8.	Risk Assessment Meeting	10 days after submission of the Final Risk Assessment Report	Section VII.D(7)
9.	Risk Recommendations Meeting	30 days after submission of the Final Risk Assessment Report	Section VII.D(8)
10.	Draft of Fraud Risk Framework	60 days following fieldwork	Section VII.E(1)
11.	Final Fraud Risk Framework	30 days after USAC Comments on Draft Framework	Section VII.E(2)
12.	Framework Meeting	10 days after submission of the Final Fraud Risk Framework	Section VII.E(6)
13.	Training	As set forth in the Project Plan	Section VII.F
14.	Project Kick Off Meeting	Five Business Days after Start Date	Section VIII.A
15.	Bi-Weekly Status Meetings	Bi-weekly	Section VIII.B
16.	Milestone Status Meetings	As needed	Section VIII.C
17.	Deliverable Review Meetings	As needed	Section VIII.D

## VIII. REQUIRED AND PERIODIC MEETINGS

### A. Project Kick-Off Meeting.

- (1) Within five (5) business days of the Contract start date, the Contractor shall initiate work on this Contract by meeting with key USAC representatives to ensure a common understanding of the requirements, expectations, and ultimate end products. The Contractor shall discuss the overall understanding of the project and review the background information and materials provided by USAC.
- (2) Discussions will also include the scope of work, Deliverables to be produced, how the efforts will be organized and how the project will be conducted.
- (3) Contractor shall present the Project Plan to USAC for discussion and approval. The Project Plan should detail the agile process for reporting and remediating critical and high findings prior to issuing the final Deliverables. A concerted effort shall be made to gain a thorough understanding of USAC's expectations. However, nothing discussed in this, or in any subsequent meetings or discussions between USAC and the Contractor shall be construed as adding to, deleting, or modifying any Contract requirements, including deliverable specifications and due dates. All Contract modifications and amendments must be approved in writing by an authorized USAC Procurement representative.

### B. Bi-Weekly Status Meetings.

- (1) Key personnel must schedule and participate in weekly status meetings (on-site if deemed appropriate and travel to USAC's office in accordance with the requirements of the Contract).
- (2) Contractor shall prepare a status report and submit it to USAC once per week. The report must include the current status for each of the project work streams including percentage of completion, accomplishments for the week, and any project risks or issues (with mitigation strategies), and issues pertaining to contract performance or payment. The report must include an expected completion date and the circumstances surrounding any possible delays. The report shall be submitted one (1) business day before each regularly scheduled weekly status meeting and no later than Thursday noon (12:00 PM ET) during weeks in which the meeting is scheduled for Monday or when no status meeting is scheduled. The Weekly Status Report and the Project Plan shall be used as the basis of the status meeting discussion.

### C. Milestone Status Meetings.

Key personnel must be prepared to present each milestone and its status either in-person or remotely, as directed by USAC. For revision rounds, key personnel should be prepared to

walk through any editing round questions either in-person or remotely, as directed by USAC. Key personnel must be prepared to provide interim deliverable updates, as requested by USAC.

D. Deliverable Review Meetings.

Key personnel must be prepared to present each deliverable either in-person or remotely, as directed by USAC. For revision rounds, key personnel should be prepared to walk through any editing round questions either in-person or remotely, as directed by USAC.

E. Accessibility.

Key personnel must be accessible via telephone or email during standard business hours, Monday through Friday (8:00 AM - 6:00 PM ET).

**IX. KEY PERSONNEL**

A. Labor Categories. The Contractor shall provide staffing for the sample labor categories below, or may propose other labor categories in its proposal submission:

(1) Senior Project Manager (PMP Certified). The Contractor shall designate one (1) key personnel to oversee the project and act as the day-to-day contact for USAC. At least 10+ years of experience with project management including planning, organizing, directing, controlling and financial management. Provides overall leadership for project tasks and development of project Deliverables. Ensures Deliverables meet project scope and project owner expectations, and provides guidance and direction to team. Interfaces with project owners and business product owners, oversees execution of scope of work. Responsible for the timeliness and budget of all project tasks.

(2) Risk Assessment Consultants. The Contractor shall designate two (2) risk assessment consultants to lead the development and implementation of risk collection, analysis, scoring and prioritization processes. Furthermore, the consultants shall propose development of accompanying policies and processes to close gaps in findings. This role would serve as a catalyst identifying areas of collaboration for risk assessment and mitigation activities and shall possess demonstrated experience with best practices and risk assessments.

(3) Senior Manager: The Contractor shall designate a senior manager to coordinate the activities of all the staff and to serve as a liaison between the contract personnel and the USAC (OGC and High Cost) leadership. The senior manager will be accessible to a designated OGC and High Cost staff member as required.

B. Mandatory Key Personnel Qualifications. The Key Personnel identified above must have experience in at least one area listed below. However, experience in all areas must be addressed collectively as a team. Failure to meet these mandatory qualifications may result in the disqualification of the proposal.

- (1) Minimum five (5) years of experience in performing risk assessments.
- (2) Minimum two (2) years of experience in working with fraud detection in government programs.

C. Desired Key Personnel Qualifications. The following qualifications, while not mandatory are desired:

- (1) Demonstrated expertise with the GAO Fraud Framework.
- (2) Demonstrated knowledge and experience with the USF programs.

## **X. TASK ORDER PROCESS**

The selected Contractor must be capable of conducting potential Fraud Risk Assessments for other USF programs during option years in accordance with timing requirements set forth in each task order. USAC will issue task orders in accordance with the procedures set forth in this RFP. As specified in each task order(s) issued to the Contractor, Contractor will provide experienced personnel who are capable of performing the tasks described in. Each task order will outline the invoicing and reporting instructions required specifically for that project. Contractor shall submit one proposal in response to each task order request for proposal (“TORP”) issued by USAC, which must include the information requested in that request for task order proposal. The TORP will include the scope of work, evaluation criteria and other requirements.

## **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, 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 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](mailto: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](mailto:CoupaHelp@usac.org). For assistance on all non-Coupa related billing questions, Contractor may email [accounting@usac.org](mailto: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 12<sup>th</sup> Street, NW, Suite 900

Washington, DC 20005

Email: To the designated USAC Contract Officer for this procurement, with a copy to [usacprocurement@usac.org](mailto: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 and Payment Schedule
- Attachment 2: Confidentiality Agreement

## **SECTION E:**

### **INSTRUCTIONS AND EVALUATION CRITERIA**

#### **I. CONTRACT TERMS AND CONDITIONS**

- A. Terms and Conditions Defined. The Contract awarded as a result of this RFP will be governed by, and subject to, the requirements and 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.
- B. Proposed Deviations from Terms and Conditions. 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 B 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 consider 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.

#### **II. PERIOD FOR ACCEPTANCE OF OFFERS**

- A. The Offeror agrees to hold the fixed service category rates in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- B. Proposals must:
- (1) Concisely address USAC’s requirements, as set forth in Section B of the RFP, and should not contain a significant amount of corporate boilerplate marketing information.
  - (2) Be submitted to USAC Procurement Department, no later than 11:00 AM ET on **June 15, 2020** (Proposal Due Date).
  - (3) Be submitted in the form of one electronic copy submitted to [rfp@usac.org](mailto:rfp@usac.org). The subject line for all email communication related to this solicitation should only state “**LG-20-069 – Fraud Risk Assessment**”.

### III. PROPOSAL SCHEDULE

DATE	EVENT
May 12, 2020	RFP Released
May 20, 2020	Questions Due to USAC by 11:00 AM ET at <a href="mailto:rfp@usac.org">rfp@usac.org</a>
May 27, 2020	Answers posted by USAC
June 15, 2020	Proposal Due to USAC by 11:00 AM ET at <a href="mailto:rfp@usac.org">rfp@usac.org</a>
July 6-7, 2020	Potential date for oral discussions, if necessary
TBD 2020	Final Proposal Revisions due
August, 2020	Anticipated Award Date

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, or (2) consideration of the offer is in the best interest of USAC, or (3) the offer is the only proposal received by USAC.

### IV. 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.

### V. 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.

### VI. 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.XIII.

## VII. PROPOSAL COVER PAGES

Each volume of Offeror's proposal must contain a cover page, with the following information:

- (1) The name of the Offeror's organization,
- (2) The Offeror's contact name,
- (3) The Offeror's contact information (address, telephone number, email address, website address),
- (4) The Offeror's data universal numbering system ("DUNS") number,
- (5) The date of submittal,
- (6) A statement verifying the proposal is valid for a period of 120 days, and
- (7) The signature of a duly authorized Offeror's representative.

## VIII. PROPOSAL VOLUMES

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

### VOLUME I -- CORPORATE INFORMATION

This volume must include:

- (1) Cover Page. A cover page, as outlined above.
- (2) Summary. 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. *Pricing information should not appear in the Executive Summary.*
- (3) Conflicts of Interest. A statement regarding any known conflicts of interest.
  - a. USAC Policy on Conflicts of Interest. 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. Identification of Conflicts. 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 applies at all times until Contract execution.

- c. Mitigation of Conflicts. 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.

## VOLUME 2 -- TECHNICAL

This volume must include:

- (1) Cover Page. A cover page, as outlined above.
- (2) Business Experience. A summary detailing Offeror's experience in performing assessments of the type requested in this RFP, and Offeror's qualifications as set forth in Section B.V.
- (3) Technical Approach and Project Timeline. An in-depth discussion of Offeror's technical approach and project timeline for providing the Services and Deliverables listed in Sections B.VI and B.VII, along with a clear statement of whether or not the Offeror's performance of the Contract will comply with all requirements and Terms and Conditions set forth in the RFP.
- (4) Terms and Conditions. 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 and Terms or Conditions will be evaluated as technically unacceptable and will be ineligible for award unless (1) USAC subsequently amends the RFP to modify the requirements or (2) if discussions will be held, USAC decides to address the deviations or exceptions during discussions and the deviations or exceptions are resolved through such discussions.

- (5) Full Response Required. 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.
- (6) Tools and Methodologies. Describe any notable resources, tools, processes or review methodologies that are unique to the Contractor and provide value to this project.
- (7) Communications. Describe how communication between Contractor and USAC will flow for the duration of the Contract. Provide at least one recent example of how communication with the client occurred during a similar engagement. See Section B.VIII for required and periodic meetings.
- (8) 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.
- (9) Process and Staffing. Offerors shall describe in detail their process for conducting activities to manage the risk assessment and training, including how the Offeror intends to staff and complete these activities. Offerors shall describe in detail their plan for completing the Services and Deliverables identified in Sections B.VI and B.VII. If Offeror currently has staff or personnel who meet the qualifications for the services identified in Sections B.VI and B.VII, and who are available for assignment under an awarded contract, please provide a resume (not to exceed two (2) pages per resume) that includes their educational background, specific job and related experience, and the specific position(s) for which they are available on the Contract.

- (10) Sample Project Plan. Offeror shall provide a sample Project Plan, which should be based on Contractor's past successful assessments and methodology for conducting an assessment of the type requested in this RFP. See Section B.VII(B).
- (11) Experience. Describe your firm's experience with analysis and assessment of Federal programs such as grants management, financial management, operations management, 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.
- (12) 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. See Section B.IX for Key Personnel requirements. 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 their 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.

### *VOLUME III -- PAST PERFORMANCE EVALUATION*

This volume must include:

- (1) Cover Page. A cover page, as outlined above.
- (2) Similar Past Performance (List). 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); and
- (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.

(3) Similar Past Performance (Details). 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; and
- (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.

(4) Past Performance Questionnaires. 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.

#### 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 prices should be *fully burdened* and must include wages, overhead, general and administrative expenses, travel, taxes and profit.

### PAGE COUNT LIMITS

Page count for each Volume may not exceed the following:

- (1) Volume I – Corporate Information: May not exceed four (4) pages, including Cover page.
- (2) Volume II – Technical: May not exceed twenty (20) 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 three (3) pages, including Cover page.

Any proposals received exceeding the page count, will be considered technically unacceptable and (in USAC’s sole discretion) may not receive further consideration.

## **IX. 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 compare 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
  - b. Timeline
  - c. Capabilities
  - d. Experience
  - e. Key Personnel

- (2) Past Performance: Past performance information will be evaluated to assess the risks associated with an Offeror's performance of this effort, considering the relevance, 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. 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 partners or subcontractors, 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 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 or 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 the 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>.