



Professional Consulting Services -- **REVISED**

SOLICITATION INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Award Effective Date: TBD
Contract Period of Performance: TBD
Solicitation Number: USAC-20-015
Solicitation Issue Date: **February 12, 2020**
Offer Due Date: ~~March 12~~ **April 20, 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
Becca Wray Supervisor of Procurement P: 202-772-4544 E: bwray@usac.org	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

OFFEROR SIGNATURE

Name and Title

Date

(RFP) COVER PAGE

SECTION A:

About Us and the Work

1. ABOUT USAC

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

The FCC has reformed the USF to support further investment in and access to evolving broadband infrastructure, making the programs a primary vehicle to support this critical national priority. USAC, as the administrator of the USF, plays a critical role in supporting the ambitious vision to ensure that all citizens in the United States have access to high-speed broadband. The organization has approximately 500 employees. USAC works in close partnership with the FCC and other federal and state partners to support the achievement of the USF program goals.

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

Consistent with FCC rules, USAC does not make policy for or interpret unclear provisions of statutes or the FCC’s rules. Universal service is paid for by contributions from telecommunications carriers, including wireline and wireless companies, and interconnected Voice over Internet Protocol providers, including cable companies that provide voice service, based on an assessment of their interstate and international end- user revenues. These contributions are most typically passed through to consumers through a universal service fee line item on their telephone bills.

High Cost Program

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 High Cost Program ensures that rates for broadband and voice services are reasonably comparable in every region of the U.S. Like all USF programs, the administration of the High Cost Program has undergone significant modernization in the last several years to increase innovation and ensure beneficiaries have access

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to updated technology. USAC is leveraging the new High Cost Universal Broadband Portal (“HUBB”), which allows Carriers participating in modernized Connect America 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.

Lifeline Program

The Lifeline Program provides a monthly discount on landline or wireless phone service to eligible low-income households. USAC works to ensure program integrity by making measurable and vital progress towards reducing program inefficiencies and waste while supporting the needs of Lifeline Program stakeholders through a detailed understanding of their challenges. To combat fraud, waste, and abuse, USAC reviews processes regularly to increase compliance, identify avenues for operational improvements, and refine program controls, such as audit processes. USAC has focused on data analytics to improve customer service and outreach approaches and increase the reach and effectiveness of the program to better serve service providers and subscribers. USAC is in the process of building the National Verifier, which will include the national Lifeline Eligibility Database to determine subscriber eligibility.

Rural Health Care (“RHC”) Program

The Rural Health Care Program supports health care facilities in bringing medical care to rural areas through increased connectivity. The RHC Program provides reduced rates for broadband and telecommunications services via the Healthcare Connect Fund Program and Telecommunications Program. These telecommunications and broadband services are necessary to support telemedicine and allow cutting edge solutions and treatments to be accessible to Americans residing in rural areas.

Schools and Libraries (“E-rate”) Program

The Schools and Libraries program helps schools and libraries obtain high-speed Internet access and telecommunications at affordable rates. Recent E-rate Modernization Reform efforts focused on broadband to and within schools and libraries to support a modern and dynamic learning environment for all students. In support of improved program outcomes, USAC is completing the E-rate Productivity Center (“EPC”) which enables electronic participation in the reformed Schools and Libraries Program. E-rate program funding helps ensure connectivity for schools and libraries across the country. USAC is investing in new tools and data analytics capabilities to support the success of the program in alignment with the FCC’s goals.

Additional information on USF programs can be found at: <http://www.usac.org/about/about/who-we-are/default.aspx>.

2. Purpose of this RFP

The purpose of this Request for Proposal (“RFP”) is to acquire a group of IT professional services consultants and business professional services consultants, from qualified expert service providers, who have the capability to perform the tasks described in Section B (“Scope of Work”) of this RFP. For IT professional services, USAC will require support with designing IT architecture, systems integration, documenting functional and systems requirements, systems development, systems testing, deployment of code, operations and maintenance (“O&M”) of systems, documenting IT policies and procedures consistent with best practices, ensuring appropriate systems and data security as well as a range of other IT consulting services. For business professional services, USAC will require support for Business Process Outsourcing (“BPO”), Project Management Office (“PMO”), risk assessment, business requirements analysis, call center services, program planning and management services, policy development, communication and training, and general consulting services. USAC anticipates that selected contractors will provide support to either augment USAC’s internal capabilities or accelerate existing projects for both IT and business professional services.

3. Confidentiality

This RFP and any resultant contract is subject to the terms of the Confidentiality Agreement (attached hereto as Attachment [420](#)) which must be executed by Offeror and submitted along with any proposal for this RFP.

**SECTION B:
Requirements and Scope of Work**

1. SCOPE OF SERVICES

A. IT PROFESSIONAL CONSULTING SERVICES

1. Objectives.

The four core universal service programs rely on a large portfolio of systems and infrastructure to ensure that the United States public has access to quality affordable universal connectivity services. Some of these systems are public facing, some provide back office functions, and some serve both internal and external users. This portfolio includes a mix of modern and aging technologies, built over time to address evolving needs. Some of the most recently implemented systems are cloud platform implementations leveraging Appian and ServiceNow. Other applications are open source and custom-built. In addition, USAC uses a number of Commercial Off-The-Shelf (“COTS”) products.

With respect to information security, USAC has five (5) customer-facing business units that interact via web-based applications and application programming interfaces (“APIs”) with USF beneficiaries (schools, libraries, rural healthcare providers, and low-income Lifeline subscribers), telecommunications service providers, and USF stakeholders. Each of these business units has no more than five (5) key systems. The majority of these systems are custom-built and reside on-premise. More recent systems are managed in third party vendors’ cloud environments. The business support units (Human Resources, Audit, General Counsel, and Information Technology) rely mostly on COTS based support systems that are configured to meet business unit requirements. The selected contractors will support these business units.

The IT consulting services (the “IT Services”) will require a full range of IT professional services consulting contractors (“IT Professional Services Contractors”) to assist in the effort of developing, maintaining and optimizing existing and new IT systems for USAC.

The IT Services are designed to meet the IT demands of the USF Programs and USAC while ensuring secure compliant IT deliverables. USAC anticipates releasing IT Services Task Orders for major projects and smaller projects on an ad-hoc basis. The time required to provide these services may vary significantly depending on the scope of each Task Order Request for Proposals (“TORP”).

2. Contractor Experience.

As part of the IT Services Task Orders, awardees may be required to provide any of the IT

Services set forth in the IT Professional Consulting Services Chart below.

IT Professional Consulting Services		
#	Service Category	Firm Experience
1.	Federal Information Security Management Act (“FISMA”) Compliance	<ul style="list-style-type: none"> • FISMA Consulting Services <ul style="list-style-type: none"> ○ Audit and Optimization Services ○ Information system boundary scoping for new and existing information systems ○ Security Engineering Support ○ Network Architecture Analysis and Design ○ System Development Life Cycle Support ○ Enterprise Contingency Planning ○ Business Continuity Analysis Services ○ Enterprise Incident Response Planning Services ○ Documentation Development for Security Policies and Procedures ○ Development of FISMA Authorization Packages ○ NIST Compliance • FISMA Assessment Services <ul style="list-style-type: none"> ○ Continuous Monitoring and Ongoing Authorization Services ○ Plan of Action and Milestone (“POA&M”) Development and Remediation Recommendations ○ Gap Analyses and Vulnerability Assessments ○ Penetration Testing ○ Security Control Assessments
2.	IT Security Services	<ul style="list-style-type: none"> • Technical Security Assessments <ul style="list-style-type: none"> ○ Digital Forensics Services ○ Vulnerability and Risk Assessments ○ Internal and External Penetration Testing ○ Configuration Management, Design, and Remediation ○ Enterprise Security Architecture Design ○ Malicious Code Review ○ Computer security incident response ○ Engineering and Architecture Design ○ Application and Software Security Assurance • Security Strategy Assessments <ul style="list-style-type: none"> ○ Operations Management ○ IT Risk Management and Compliance

		<ul style="list-style-type: none"> ○ Current State Posture Analysis ○ Privacy & Compliance Services ○ Policy Governance Framework Analysis ○ Technology Stack Audit & Optimization Workshop
3.	Enterprise IT Services	<ul style="list-style-type: none"> ● Integration, Application Program Interface (API) Strategy & Microservices ● Web Development ● Intranet Development ● Mobile Strategy & Development ● DevOps Design & Engineering ● Quality Assurance Services ● Outsourced Product Development ● Continuous Development & Delivery ● Technology and Platform Engineering
4.	General Information Systems Services	<ul style="list-style-type: none"> ● Computer Programming Services <ul style="list-style-type: none"> ○ Applications Software Programming Service ○ Computer Program or Software Development ○ Computer Software Analysis and Design Services ○ Computer Software Programming Services ○ Computer Software Support Services ○ Programming Services ○ Software Analysis and Design Services ○ Software Programming Service ● Computer Systems Design Services <ul style="list-style-type: none"> ○ Computer Software Consulting Services ○ Computer Systems Integration Analysis and Design Services ○ Network Systems Integration Design Services ○ Systems Integration Design Consulting Services ● Computer Systems Design Services <ul style="list-style-type: none"> ○ Computer Systems Facilities Management and Operation Services ○ Data Processing Management and Operation Services ○ Facilities Management and Operation Services ○ Facilities Support Services ● Other Computer Related Services <ul style="list-style-type: none"> ○ Computer Disaster Recovery Services ○ Software Installation Services

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B. BUSINESS AND PROFESSIONAL CONSULTING SERVICES

1. Objectives.

The business professional consulting services (the “Business Services”) will require a full range of business professional consulting services contractors (“Business Professional Services Contractors”) to assist in providing strategic consulting services designed to meet USAC’s business and support unit’s demands with respect to the USF Programs and the USAC organization. USAC anticipates releasing Business Services Task Orders for major projects and smaller projects on an ad-hoc basis. The time required to provide the Business Services may vary significantly depending on the scope of each Business Service TORP.

2. Contractor Experience.

As part of the Business Services Task Orders, awardees may be required to provide the Business Services set forth in the Business & Professional Consulting Services Chart below.

Business & Professional Consulting Services		
#	Service Category	Firm Experience
1.	BPO Services	<ul style="list-style-type: none"> • USF Program Operations Implementation <ul style="list-style-type: none"> ○ Knowledge Process Outsourcing (“KPO”) ○ USF Program Advisory Services ○ USF Program Operational Assessment ○ USF Program Operational Strategy Consulting • Business Support Solutions <ul style="list-style-type: none"> ○ Call Center Services ○ Information Technology-Enabled Services (“ITES”) ○ Finance & Accounting Advisory Services ○ Strategic Business Advisory Analysis & Planning
2.	PMO Services	<ul style="list-style-type: none"> • PMO Formation & Implementation • Portfolio and Project Prioritization • Business Change • Management Reporting • Project Methodology Ownership • Project Feasibility and Planning Guidance • Project Management Mentoring and Coaching

		<ul style="list-style-type: none"> • Project Management Training • Project Delivery Best Practice Processes • Project Assessments & Audits • Agile Methodologies • Methodology Development & Implementation • Project Controls
3.	Enterprise and USF Program Risk Assessment Services	<ul style="list-style-type: none"> • Current State/Gap Analysis • Risk Identification and Assessment • Risk Analysis • Risk Evaluation • Risk Reporting • Technology Strategies <p>* All risk assessments shall be conducted in accordance with the procedures set forth in the GAO report entitled “Standards for Internal Control in the Federal Government,” (GAO/AIMD-00-21.3.1) (November 1999) (“1999 GAO Internal Control Report”).</p>
4.	Audit Services	<ul style="list-style-type: none"> • Compliance, Financial, and Operational Audits • Independent Assessments for: <ul style="list-style-type: none"> ○ Internal Controls ○ Organizational Processes ○ Compliance Requirements ○ Test Related Controls • Financial Statement Audits • USF Program-Specific Audits • Beneficiary and Contributor Audit Program (BCAP) Audit Services • Compilation and Financial Statements • Financial Statement Reviews • Internal Control Assessment • Corporate Compliance • Management Reviews <p>* Audits must be performed by licensed accounting/audit firms that comply with American Institute of Certified Public Accountants (“AICPA”) professional standards. Audits must be conducted in accordance with Generally Accepted Government Auditing Standards (“GAGAS”) issued by the Comptroller General of the United States (December 2011).</p>
5.	General Professional	<ul style="list-style-type: none"> • Product and Service Design and Build

Consulting Services	<ul style="list-style-type: none"> • Project Implementation • Advanced Business Analytics • Enterprise Technology • New Business Innovation • Organization Change Management • Organization Leadership & Talent • Operating Model & Organization Design • Enterprise Risk • Business and Corporate Strategy • Cost Transformation • Sustainability & Corporate Responsibility
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2. CONTRACT / PRICING STRUCTURE

The Contract will be an indefinite-quantity, indefinite-delivery (“IDIQ”) Task Order contract. USAC intends to award multiple Task Orders, under each Service category, under the Contract, pursuant to TORPs. During the Contract Term, TORPs will be awarded with a combination of firm fixed price (“FFP”) and time and material (“T&M”) contract line items (“CLINs”). The T&M CLINs should be based on a fixed labor rate (“FLR”). FFP and FLR for each labor category quoted by the Offerors must be fully burdened and must include all wages, overhead, general and administrative expenses, taxes (including all sales and use taxes) and profit for each category of labor.

The Contract will have a maximum, Not-To-Exceed (NTE) aggregate amount for all Task Orders issued under the Contract. This aggregate NTE does not reflect an obligation of USAC to issue Task Orders in such aggregate amount. USAC’s obligations under each Task Order shall be based on the specified amount for each Task Order issued under the Contract.

3. CONTRACT TERM

The term of this Contract shall be for one year with four (4) one-year renewal options (“Contract Term”) unless extended by USAC or terminated sooner in accordance with the Contract. USAC may extend the term of the Contract more than once, but the total extension of performance under the Contract shall not exceed six (6) months. The Contract Term shall commence on the Effective Date set forth in the Contract. USAC may issue TORPs and award Task Orders at any time during the Contract Term. The period of performance for each Task Order will be stated within the Task Order. USAC anticipates that the Task Order period of performance will be within the Contract Term, but the Task Order period of performance may extend beyond the Contract Term in accordance with this section. USAC may require continued performance of the Task Order within the limits and at the costs specified in the Task Order.

4. PLACE OF PERFORMANCE

All IT Services and Business Professional Services (together, the “Services”) provided pursuant to the Task Orders must be performed within the United States (including Alaska and Hawaii) or its recognized territories. The selected IT Professional Services Contractors and Business Professional Services Contractors (together, the “Contractors”) may be required to perform Task Orders at its own facilities, or at USAC headquarters located at 700 12th Street NW, Suite 900, Washington, DC 20005 (“USAC Headquarters”). Occasional meetings may be conducted at USAC’s Headquarters or at the FCC offices located at 445 12th Street SW, Washington, DC 20554. USAC shall provide appropriate office space and appropriate access to its computer network for duties performed at USAC Headquarters, if necessary. Contractors will be required to complete USAC’s Visitor Form, [USAC Visitor Form](#) and wear a badge while on USAC premises.

5. COMPANY PROFILE

USAC is a not-for-profit Delaware corporation operating under the oversight of the FCC. USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government. The Contract awarded as a result of this RFP will not be a subcontract under a federal prime contract. USAC does, however, conduct its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC to adhere to the following provisions from the Code of Federal Regulations: 2 C.F.R. §§ 200.318-321; 200.323; 200.325-326 and App. II to C.F.R. Part 200 (collectively “Procurement Regulations”).

6. CONTRACTING OFFICER’S REPRESENTATIVE

USAC will assign a Contracts Administrator (“CA”) for each Task Order who will be the point of contact for contractual matters (e.g. proposal submissions, invoicing, payment, Task Order modifications and other matters not related to performance).

7. TASK ORDER PROCESS

Each Task Order will outline the invoicing and reporting instructions required specifically for that task or project.

- A. **Attachment 1 Pricing.** Fixed labor-hour rates for T&M must be fully burdened and include all wages, overhead, general and administrative expenses, taxes and profit, and individual laptop equipment and office software for each category of labor. Services for the T&M CLINS shall be performed on a T&M basis using the labor categories and fixed hourly rates set forth in Attachment ~~4-16~~ [\(Consolidated Bid Sheet\)](#).
- B. **Task Order Negotiations.** Pricing for the Task Orders shall be as set forth in Contractor’s

pricing schedule attached to the Contract or TORP, or agreed upon FFP (or a combination of FFP and T&M). USAC reserves the right to request Contractor to quote a combination of FFP and T&M pricing as part of the TORP. As a process, USAC will discuss and request a TORP from Contractor who will provide the cost, method, staffing, and plans. USAC may then negotiate, authorize, and fund the Task Order.

- C. ***Task Order Ceiling Price.*** Each Task Order issued under the Contract will include a ceiling price (the “Task Order Ceiling Price”). USAC will not be obligated to pay Contractor any amount in excess of the Task Order Ceiling Price, and Contractor shall not be obligated to continue performance if to do so would exceed the Task Order Ceiling Price, unless and until USAC notifies Contractor in writing that the Task Order Ceiling Price has been increased and specifies in the notice a revised ceiling price that shall apply to the Task Order.

D. ***Steps for each Task Order***

1. **Issuance of Task Orders.** USAC will issue Task Orders in accordance with the procedures set forth below. As specified in each Task Order issued under the Contract, Contractor shall provide experienced personnel who are capable of performing the tasks described in, and who meet the qualifications listed under, the Key Personnel set forth below.
2. **Work Schedule.** Unless otherwise specified in a Task Order, Contractor personnel assigned to a Task Order shall maintain a work schedule consistent with USAC normal business hours and work practices. Contractor personnel are expected to comply with all of USAC’s rules pertaining to conduct in the workplace. Any change in Contractor personnel must be approved, in writing, by the USAC Procurement department and reflected in the Task Order. Contractor personnel are not employees of USAC.
3. **Invoicing and Reporting Instructions.** Each Task Order will outline the invoicing and reporting instructions required specifically for that project.
4. **Task Order Proposals.** Contractor shall perform the following steps which are necessary for the Task Order award. Contractor shall submit one proposal in response to each TORP. See Attachment 1, Mock TORP. Each Contractor proposal in response to a TORP must include the following information:
 - a. ***Basic Information.*** A cover page which includes:
 1. The name of Contractor’s organization;
 2. Offeror’s contact name;
 3. Offeror’s contact information (address, telephone number, email address, website address);

4. Offeror's DUNS number;
 5. The date of submission;
 6. A statement verifying the proposal is valid for a period of 120 days; and
 7. The signature of a duly authorized Offeror representative.
- b. *Key Personnel.* A list, by name, of all Key Personnel, along with the labor category they will fill. For each Key Personnel, Contractor shall provide a biography that includes his/her educational background, skill-set, job and related experience, a list of specific efforts he/she has supported, and references.
- c. *Production Schedule.* A detailed and comprehensive production schedule that includes a proposed schedule and approach for managing and providing the Services and Deliverables required by the TORP. Contractor should also outline any deviations from the TORP.
- d. *Pricing.* A total FFP and/or hourly breakdown of each Contractor proposed staff.
- e. *Ceiling Price.* A proposed Task Order ceiling price for the TORP, as well as a justification.
- E. ***Task Order Proposal Review.*** USAC will review Contractor's proposal in response to a TORP, provide feedback if any adjustments or negotiations are required, and subsequently award the Task Order. Contractor shall provide a Relationship Manager ("RM") who shall ensure the completion and delivery of the Task Order.
- F. ***Task Order Completion.*** Upon completion of a Task Order, the Contractor RM shall inform the CA designated for that Task Order. The delivery will be reviewed by the USAC CA, and the Contractor RM will be informed if the Task Order is complete. USAC will provide feedback or confirmation that the Task Order is complete to the Contractor RM within ten (10) business days of notification of completion of a Task Order. If there is feedback requiring additional work, the Contractor RM will provide a response to USAC identifying steps to complete the Task Order, complete the steps, and then inform the CA of completion.

8. TASK ORDER CHANGE CONTROL

- A. ***Milestones and Ceiling Price.*** All awarded Task Orders will be subject to the agreed upon milestone dates and a Task Order Ceiling Price. Contractor RM shall follow the milestones for each Task Order.
- B. ***USAC Requested Change Orders.*** The CA may request changes to Task Orders. USAC will submit in detail any changes to a Task Order along with a justification.

- C. ***Contractor Requests to Change Task Orders.*** Contractor RM must report any deviation from the Task Order in terms of the requirements, the estimated cost to complete, the required milestone dates, the Key Personnel assigned to the Task Order, or any other term of the Task Order. Upon notice of such deviation, the CA shall assess the impact and scope to determine any action required to redirect the execution or to change the Task Order. Contractor RM must explain why the requested deviation was not part of the original proposal to the TORP. USAC reserves the right to reject any requested change, and require Contractor to fulfill its obligations under the Task Order.
- D. ***Unexcused Failure to Deliver.*** Changes to the Task Order not approved by USAC in writing, in its sole and absolute discretion, will be deemed outside the scope of the Task Order and may be deemed a material breach of the Contract. Failure by Contractor to complete the terms of a Task Order prior to any change order shall be deemed a default under the Contract, entitling USAC to all available remedies, including indemnification and damages.

9. KEY PERSONNEL

Contractor shall designate Key Personnel for each TORP. Key Personnel must meet all required qualifications and be available for performance at the time of the Task Order award. Contractor can propose, if necessary, additional Key Personnel as required to ensure adherence to all Services and Deliverables outlined in the Task Order.

The Key Personnel assigned to the Task Order must remain in their respective positions throughout the term of the Task Order. At least one Key Personnel must be assigned to each Task Order for the duration of each order. USAC may terminate all or a part of the Task Order if Contractor changes the position, role, or time commitment of a Key Personnel, or removes Key Personnel from the Task Order, without USAC's prior written approval. USAC may grant approval for changes in staffing of Key Personnel in its sole discretion.

Contractor must be capable of providing experienced and qualified staff to perform specified Task Order activities in accordance with timing requirements set forth in each TORP. Unless otherwise specified in a Task Order, Contractor staff assigned to a Task Order shall maintain a work schedule consistent with USAC normal business hours and work practices. Contractor staff are expected to comply with all of USAC's rules pertaining to conduct in the workplace as well as all USAC policies and procedures as they may be updated from time to time, in USAC's reasonable discretion.

10. CONTRACTOR QUALIFICATIONS

A. Performance Standard

Offeror shall perform the Services and Deliverables in accordance with the terms, conditions,

specifications and timeframes set forth in the Task Order and the Contract, and consistent with industry best practices for similarly situated companies performing similar services and providing similar deliverables (“Performance Standard”).

B. Contractor Qualifications

Offerors responding to this RFP must provide evidence of qualification of the following:

1. **Resources.** Contractor shall be required to apply the resources that are necessary to meet USAC’s needs. In particular, Contractor shall ensure that it will provide all necessary personnel, administrative, financial, and managerial resources necessary for the support of the Contract. Contractor shall provide laptops of suitable technical performance to handle the requisite tasks and activities under pursuant to the Contract, to integrate with the USAC environment, and include MS Office suite of office automation. USAC will, at its discretion, provide licensed development and productivity software beyond MS Office Suite, as required, by specific tasking and may include, but not limited to, configuration management, training authoring, JIRA, Confluence, time reporting, Appian development, and Eclipse environment for Java plugin development. Contractor will use tools conformant to USAC’s software and productivity tools. Contractor staff assigned to perform the Task Order shall be fully trained and qualified for the Services and Deliverables before they begin performing.
2. **System Platforms.** Contractor must be familiar with the following USAC systems platforms:
 - a. Linux RHEL image
 - b. Base Windows Server images (Domain Controllers & Members, Win2012 & 2008)
 - c. Oracle Server
 - d. SQL Server (2012)
 - e. Firewalls
 - f. Network Devices (Switches & Routers)
3. **Experience.** Contractor must provide evidence of prior experience in successfully providing the service categories set forth in Section B.1 of this RFP. Contractor must demonstrate successful previous or current experience for each Service Category it intends to bid on.
4. **Management Skills.** Contractor shall provide an innovative management approach to realize organizational efficiencies and integrated service consolidation/streamline processes to improve Service delivery and reduce costs. Contractor must provide management sufficient to ensure that assigned work is performed efficiently, accurately, on-time, within scope, within budget, and in compliance with the Contract and any TORP.

5. **Program Management Support.** Contractor shall provide program management support in order to ensure efficient and effective execution of the Services required under a Task Order. In order to support this effort, the Contractor RM shall ensure that all of the following will apply to every Task Order. Failure by Contractor to cure any non-performance of the following shall be deemed a default of the Contract, entitling USAC to all available remedies, including indemnification and damages (including cost to repair or replace):
- a. **Training:** Provide training, establish management plans and schedules, and manage Contractor staff to meet the objectives of the Task Order.
 - b. **Ramp Up:** Ensure seamless ramp-up and draw-down of resources as USAC priorities and requirements evolve for each Task Order.
 - c. **Troubleshooting:** Coordinate with the CA to identify problems and provide troubleshooting.
 - d. **Reports:** Prepare and deliver all reports required under the Task Order, to include at a minimum, progress and status reports as requested by the CA.
 - e. **Earned Value Management:** Provide earned value management metrics when required by the Task Order.
 - f. **Data Analytic Experience:** Have resources readily available who are highly experienced in data analytics using software tools to analyze big data and effectively report results.
 - g. **Quality Assurance:** Be responsible for coordinating with USAC's Quality Assurance group for quality control and quality assurance of the Contract performance.
 - h. **Overall Management:** Be responsible for financial management, management of security, confidentiality, conflict of interest issues.
 - i. **Personnel Changes:** Provide at least 2 weeks advance notice of personnel actions such as promotions to other parts of the company, firing, hiring of replacements, maternity leave, military leave, vacations, and backup personnel.
 - j. **Identify Problems:** Immediately notify the USAC CA and PM of problems so that together they can gauge the impact on the organization and notify appropriate USAC officials. To the degree possible, proposed solutions should be provided by the Contractor RM and coordinated with the USAC CA and PM.

- k. **Key Personnel Management:** Monitor Key Personnel to ensure any potential staff disruptions or inappropriate behavior is kept to a minimum and does not impact the completion of assigned tasks or in any way affect performance under the Contract.
- l. **Address Complaints:** Work with the various Key Personnel, the CA and CA, and other designated USAC stakeholders to ensure that any complaints are resolved in a timely manner and minimize impact to USAC or performance under the Contract. If any complaint is believed or determined by the Contractor RM to be due to USAC, the Contractor RM shall notify the CA and CA so that the issue may be addressed and resolved.
- m. **Alert Task Order Problems:** Communicate to the USAC CA any perceived problems affecting performance under any Task Orders which may be caused by any other Task Order, USAC stakeholders, or other Contractor staff.
- n. **USAC IT Governance Process:** Conform to USAC IT governance processes and scope management process to manage change requests. A copy of USAC IT governance process will be provided by the USAC CA to the Contractor.
- o. **Adequate Staffing:** Ensure that the various Key Personnel assist in and oversee the successful completion of the Task Order.
- p. **Emergency Contact List:** Prepare and deliver an emergency contact list for all subcontractors and Contractor staff. Contractor shall maintain this list at all times.
- q. **Full Time Employees Billed to the Contract:** Contractor shall ensure that all full time employees billed under the Task Order are fully engaged in the project and not idle.

11. MEETINGS

During performance of the Task Order, Contractor personnel shall communicate on a regular basis with USAC staff, and, as requested by USAC's CA, attend status meetings with USAC staff to discuss project status and progress, impediments, and audit findings. Status meetings will be held by either teleconference or in person. Status reports may be used as the basis of the status meeting discussions.

12. COMMUNICATION

Contractor shall be reasonably available and accessible via email or telephone during USAC's normal business hours, which are Monday through Friday (9:00AM-6:00PM ET). When necessary, communication may be made outside of these hours to ensure the progress of the

Contract is not impeded.

13. TRAVEL

Contractor staff may be required to travel to USAC to perform Services under the Task Order. In accordance with the terms and conditions of the Task Order and USAC's Travel Expense Policy, USAC will reimburse Contractor for necessary and reasonable travel expenses incurred in performance of the Task Order. All Contractor travel costs should be included in the Contractor's proposed Task Order ceiling price, and will be limited to the TORP where it is specifically allowed.

**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. The SAN method will require Contractor to invoice USAC directly from the purchase order (“PO”) sent by USAC via email. For the SAN method, the USAC email will contain a notification with action buttons which will allow Contractor to create an invoice, add a comment, and acknowledge the receipt of the PO. For assistance on all Coupa related billing questions, Contractor may email CoupaHelp@usac.org. For assistance on all non-Coupa related billing questions, Contractor may email accounting@usac.org.
- B. *Invoice Submittal Date.* Contractor may submit invoices for payment upon completion and USAC’s acceptance of all of the work associated with a Contract or, if the period of performance of a Contract exceeds sixty (60) days, once every thirty (30) days, with the submission of the first invoice no earlier than thirty (30) days after issuance of the Contract.
- C. *Content of Periodic Invoices.* If periodic invoices are submitted for a Contract, each invoice shall include only Services that have been completed and Deliverables that have been accepted as of the date of invoice submission and that have not been billed in a prior invoice.

VI. PRICE/TAXES

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

VII. PAYMENT / RATES

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

VIII. PATENT INDEMNITY

Contractor shall indemnify, hold harmless, and defend USAC and its directors, officers, employees and agents against any and all claims and liability, including attorney's fees and other costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, or misappropriation of, any patent, trademark, or copyright, arising out of or related to Contractor's performance of the Contract.

IX. ASSIGNMENT / SUBCONTRACTING

Contractor shall not assign or subcontract all or any portion of the Contract without obtaining USAC's prior written consent. Consent must be obtained at least thirty (30) days prior to the proposed assignment or subcontracting. USAC may require information and assurances that the proposed assignee or subcontractor has the skills, capacity, qualifications and financial strength to meet all of the obligations under the Contract. An assignment or subcontract shall not release the Contractor of the obligations under the Contract, and the assignee or subcontractor shall be jointly and severally liable with the Contractor. Contractor shall not enter into any subcontract with a company or entity that is debarred, suspended, or proposed for debarment or suspension by any federal executive agency unless there is a compelling reason to do so. Contractor shall review the System for Award Management ("SAM") for suspension or debarment status of proposed subcontractors. See <https://www.sam.gov>.

X. REPORTING

Reports shall be accurate and timely and submitted in accordance with the due dates specified in this Contract. Should Contractor fail to submit reports or correct inaccurate reports, USAC

reserves the right to delay payment of invoices until an accurate report is received and accepted.

XI. TERMINATION FOR CONVENIENCE

USAC may terminate the Contract for any reason or no reason upon one (1) day prior written notice to the Contractor. Subject to the terms of the Contract, Contractor shall be paid for all time actually spent performing the Services required by the Contract up to date of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of USAC have resulted directly from the termination.

XII. TERMINATION FOR CAUSE

Upon the expiration of a ten (10) day cure period (during which the defaulting party does not provide a sufficient cure), the non-defaulting party may terminate the Contract issued hereunder, in whole or in part, for cause in the event of the defaulting party's failure to comply with any material term or condition of the Contract, as applicable, or if either party fails to provide the other party, upon request, with adequate assurances of future performance. In the event of termination for cause, the non-defaulting party shall be entitled to any and all rights and remedies provided by law or equity. If it is determined that USAC improperly terminated the Contract for cause, such termination shall be deemed a termination for convenience. In the event of partial termination, the defaulting party shall continue to perform the portion of the Services not terminated.

XIII. STOP WORK ORDER

USAC may, in its sole discretion, issue a stop work order at any time during the Contract term. Upon receipt of a stop work notice, or upon receipt of a notice of termination (for cause or convenience), unless otherwise directed by USAC in writing, Contractor shall, on the stop work date identified in the stop work or termination notice: (A) stop work, and cause its subcontractors, consultants or agents to stop work, to the extent specified in said notice; and (B) subject to the prior written approval of USAC, transfer title and/or applicable licenses to use, as appropriate, to USAC and deliver to USAC, or as directed by USAC, all materials, Data, work in process, completed work and other USAC Information or material produced in connection with, or acquired for, the work terminated. In the event of a stop work order, all deadlines in the Contract shall be extended on a day for day basis from such date, plus reasonable additional time, as agreed upon between the parties, acting in good faith, to allow Contractor to reconstitute its staff and resume the work.

XIV. LIMITATION OF DAMAGES

Except in cases of gross negligence or willful misconduct, in no event shall USAC be liable for any consequential, special, incidental, indirect or punitive damages arising under or relating to the performance of the Contract and in no event shall USAC's entire cumulative liability, from any causes whatsoever (including indemnification obligations, if any) exceed the amounts paid to

Contractor under the Contract. All exclusions or limitations of damages contained in the Contract, including, without limitation, the provisions of this Section C.XIV, shall survive expiration or termination of the Contract.

XV. INDEMNITY

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

XVI. CONFIDENTIAL INFORMATION

- A. *Confidential Information.* Confidential Information includes, but is not limited to, information, Data, material, or communications in any form or format, whether tangible or intangible, spoken or written (collectively referred to hereafter as "Information"), that contains, reflects, or is derived from or based upon, or is related to:
1. Management, business, procurement or financial Information of either party, the FCC or a USF stakeholder, including proprietary or commercial Information and trade secrets that have not previously been publicly disclosed;
 2. Information regarding USAC's processes and procedures (including, but not limited to, program operational Information, Information regarding USAC's administration of its programs, and Information regarding USAC's processing of applications for program support);
 3. Information concerning USAC's relationships with other vendors or contractors, the FCC, USF Stakeholders and financial institutions;
 4. Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," "work product," etc.;
 5. Information compiled, prepared or developed by Contractor in the performance of the Contract; the foregoing shall not include Information that is already lawfully in the possession of the recipient party prior to the receipt of such Information;
 6. Any Information identified as confidential by the disclosing party; and

7. Personally Identifiable Information (“PII”), any information about an individual that can be used to distinguish or trace an individual’s identity either alone or when combined with other information that is linked or linkable to a specific individual. Examples of PII include name, address, telephone number, date and place of birth, mother’s maiden name, biometric records, etc.
- B. *Non-Disclosure/Use/Irreparable Harm.* It is anticipated that one of the parties (“Disclosing Party”) may disclose, or has disclosed, Confidential Information to the other party (“Recipient”). At all times during the term of the Contract and thereafter, the Recipient shall maintain the confidentiality of all Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Recipient shall only use Confidential Information for a legitimate business purpose of USAC and in the performance of the Contract. Recipient acknowledges that the misappropriation, unauthorized use, or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party and could cause irreparable harm to the integrity of the USF Programs.
- C. *Employee Access to Confidential Information.* Recipient shall not disclose Confidential Information to partners, joint venturers, directors, employees, agents and subcontractors (“sub-Recipient”) unless absolutely necessary for a Recipient’s or sub-Recipient’s performance of the Contract, and if necessary, shall only disclose the Confidential Information necessary for sub-Recipient’s performance of its duties. As a pre-condition to access to Confidential Information, Recipient shall require sub-Recipients, including its employees, subcontractors, and the employees of any subcontractor, to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. The Disclosing Party may enforce such agreements, if necessary, as a third-party beneficiary.
- D. *Contractor Enforcement of Confidentiality Agreement.* Contractor must report, and describe in detail, any breach or suspected breach of the non-disclosure requirements set forth above to the USAC General Counsel immediately (i.e., within one (1) hour) upon becoming aware of the breach. Contractor will follow-up with the USAC General Counsel and provide information on when and how the breach occurred, who was involved, and what has been done to recover the Information.
- E. *Exclusions.* If requested to disclose Confidential Information by an authorized governmental or judicial body, Recipient must promptly notify the Disclosing Party of the request and to the extent that it may legally do so, Recipient must refrain from disclosure of the Confidential Information until the Disclosing Party has had sufficient time to take any action as it deems appropriate to protect the Confidential Information. In the event Confidential Information of USAC is requested, Recipient must notify USAC, with a copy to USAC’s General Counsel, of the request. Neither Contractor nor

its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide the Contract, including Contractor's proposal information, and any information or Data delivered, prepared or developed by Contractor in the performance of the Contract to the FCC or other governmental or judicial body, and may publicly disclose basic information regarding the Contract, e.g., name of Contractor, price, basis for selection, description of Services/Deliverables and any provisions necessary for USAC to justify actions taken with respect to the Contract.

XVII. RETURN OF USAC INFORMATION

- A. "USAC Information" includes Information and Data provided by USAC to Contractor for use in the performance of the Contract, Data that is collected, developed or recorded by Contractor in the performance of the Contract, including without limitation, business and company personnel information, program procedures and program specific information, and Data that is created or derived from such Data. USAC Information is Confidential Information and subject to all requirements in Section C.XVI.
- B. Promptly upon the expiration or termination of the Contract, or such earlier time as USAC may direct, Contractor shall, at the direction of USAC, and at no additional cost to USAC, return or destroy all USAC Information, including all copies thereof, in the possession or under the control of Contractor or its employees or any subcontractors or their employees. Contractor shall not withhold any USAC Information as a means of resolving any dispute. To the extent that there is a dispute between Contractor and USAC, Contractor may make a copy of such USAC Information as is necessary and relevant to resolution of the dispute. Any such copies shall promptly be destroyed upon resolution of the dispute.
- C. USAC Information is provided to Contractor solely for the purpose of rendering the Services, and USAC Information or any part thereof shall not be sold, assigned, leased, or otherwise transferred to any third party by Contractor (except as required to perform the Services or as otherwise authorized in the Contract), commingled with non-USAC Information, or commercially exploited by or on behalf of Contractor, or its employees or agents.

XVIII. INFORMATION SECURITY

Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of Confidential Information, including any PII, in its possession according to National Institute of Standards and Technology ("NIST"), FISMA requirements, and the Office of Management and Budget ("OMB") requirements. This includes all information that is sent to and received from USAC and USAC Stakeholders. The Contractor and its subcontractors shall

ensure that their respective local area networks, servers, and personal computers are secure from unauthorized access from within or outside their respective organizations. The Contractor shall not store or otherwise maintain any USAC Confidential Information in the Cloud, or back-up and store USAC's Confidential Information without first obtaining USAC's written consent.

XIX. MALICIOUS SOFTWARE

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

XX. FISMA PROVISIONS

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

Safeguarding of Covered Contractor Information Systems:

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

1. Limit information system access to only authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
2. Limit information system access to only the types of transactions and functions that

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

XXI. TECHNOLOGY CONSIDERATIONS

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

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

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

ensure that the custom software developed for USAC:

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

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

XXII. PROPRIETARY RIGHTS

Contractor agrees that all Data, Software, Deliverables, reports or other materials (collectively "Materials") developed or conceived by Contractor and/or documented by Contractor in the performance of the Contract, as well as all modifications and improvements thereto and all other designs, discoveries and inventions, are USAC property and shall be deemed USAC Information pursuant to Section XVII above and works made-for-hire for USAC within the meaning of the copyright laws of the United States. Accordingly, USAC shall be the sole and exclusive owner for all purposes for the use, distribution, exhibition, advertising and exploitation of such Materials or any part of them in any way and in all media and by all means throughout the universe in perpetuity.

Contractor shall not, without the prior written permission of the USAC Procurement Office, incorporate in Data delivered under the Contract any Data not first produced in the performance of the Contract unless Contractor: (1) identifies the Data; and (2) grants to USAC, or acquires on USAC's behalf, a license of the same scope as set forth earlier in this Section XXII.

XXIII. RESPONSIBILITY FOR CONTRACTOR PERSONNEL

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

Visitor Form provided by USAC. Contractor is responsible for any actions of its personnel, including any actions that violate law, are negligent, or that constitute a breach of the Visitor Form and/or the Contract.

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

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

XXIV. RECORD RETENTION

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

XXV. KEY PERSONNEL

USAC may specify which Contractor employees are key personnel under the Contract. Contractor key personnel assigned to the Contract must remain in their respective positions throughout the term of the Contract. USAC may terminate all or a part of the Contract if the Contractor changes the position, role, or time commitment of key personnel, or removes key personnel from the Contract, without USAC's prior written approval. USAC may grant approval for changes in staffing of key personnel if it determines in its sole discretion, that:

- A. changes to, or removal of, key personnel is necessary due to extraordinary circumstances (e.g., a key personnel's illness, death, termination of employment, or absence due to family leave), and
- B. the Contractor has resources (e.g., replacement personnel) with the requisite skills, qualifications and availability to perform the role and duties of the outgoing personnel.

Replacement personnel are considered key personnel and this Section XXV shall apply to their placement on and removal from the Contract.

XXVI. SHIPMENT/DELIVERY

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

XXVII. INSURANCE

At its own expense, Contractor shall maintain sufficient insurance in amounts required by law or appropriate for the industry, whichever is greater, to protect and compensate USAC from all risks and damages/injuries that may arise under the Contract, including as appropriate, public and commercial general liability, personal injury, property damage and employer's liability and worker's compensation insurance. Contractor shall produce evidence of such insurance upon request by USAC. Contractor shall provide written notice thirty (30) days prior to USAC in the event of cancellation of or material change in the policy.

XXVIII. CONFLICTS OF INTEREST

It is essential that any Contractor providing Services or Deliverables in support of USAC's administration of the USF maintain the same neutrality, both in fact and in appearance, and avoid any conflict of interest or even the appearance of a conflict of interest. For example, to the extent that Contractor, or any of its principals, has client, membership, financial and/or any other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential and/or apparent conflict(s) of interest. Contractor shall promptly notify USAC, with a copy to USAC's General Counsel, in writing of any actual or potential conflicts of interest involving Contractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which Contractor proposes to avoid, neutralize, or mitigate such conflicts. Contractor shall also notify USAC of any conflicts Contractor has with USAC vendors. Failure to provide adequate means to avoid, neutralize or mitigate any conflict of interest may be the basis for termination of the Contract. By its execution hereof, Contractor represents and certifies that it has not paid or promised to pay a gratuity, or offered current or future employment or consultancy,

to any USAC or government employee in connection with the award. In order to maintain the required neutrality, Contractor must not advocate any policy positions with respect to the USF programs or the USF during the term of the Contract. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC.

XXIX. INVALIDITY OF ANY PROVISION

It is the intent of the parties that the provisions of the Contract will be enforced to the fullest extent permissible, but that the unenforceability of any provision will not render unenforceable or impair the remainder of the Contract, which will be deemed amended, to delete or modify, as necessary, the invalid or unenforceable provisions. The parties further agree to negotiate replacement provisions for any unenforceable term that are as close as possible to the original term and to change such original term only to the extent necessary to render the same valid and enforceable.

XXX. WAIVER

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

XXXI. SEVERABILITY

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

XXXII. CHOICE OF LAW / CONSENT TO JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia (the term “laws” is to be construed as broadly as possible to include case law, statutes, regulations, orders, etc.) without regard to any otherwise applicable principle of conflicts of laws. Contractor agrees that all actions or proceedings arising in connection with the Contract shall be litigated exclusively in the district and, if applicable, Federal courts located in the District of Columbia (“Courts”). This choice of venue is intended to be mandatory and the parties’ waive any right to assert forum non conveniens or similar objection to venue. Each party hereby consents to in personam jurisdiction in the Courts. Contractor must submit all claims or other disputes to the procurement specialist for informal resolution prior to initiating any action in the Courts and must work with USAC in good faith to resolve any disputed issues. A dispute over payment or performance, whether informal or in the Courts, shall not relieve Contractor of its obligation to continue performance of the Contract and Contractor shall proceed diligently with performance during any dispute over performance or payment.

XXXIII. USAC AND APPLICABLE LAWS

USAC is not a Federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government and the Contract is not a subcontract under a federal prime contract. USAC conducts its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC and its Contractors to adhere to certain procurement-related provisions of the Code of Federal Regulations, 2 C.F.R. §§ 200.318-321, 200-323, 200.325-326 and App. II to C.F.R. Part 200 (collectively “Procurement Regulations”). Contractor shall comply with the procurement standards and all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under the Contract.

XXXIV. RIGHTS IN THE EVENT OF BANKRUPTCY

All licenses or other rights granted under or pursuant to the Contract are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or any replacement provision therefore (the “Code”), licenses to rights to “intellectual property” as defined in the Code. The parties agree that USAC, as licensee of such rights under Contractor, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Contractor under the Code, USAC shall be entitled to retain all of its rights under the Contract and shall not, as a result of such proceedings, forfeit its rights to any Material, license, Software, Data or works made for hire.

XXXV. NON EXCLUSIVITY

Except as may be set forth in the Contract, nothing herein shall be deemed to preclude USAC from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor hereunder or from independently developing or acquiring goods or services that are similar to, or competitive with, the goods or services, as the case may be, contemplated under the Contract.

XXXVI. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that it is an independent contractor to USAC and Contractor’s key personnel, employees, representatives, directors, officers, subcontractors and agents are not employees of USAC. USAC will not withhold or contribute to Social Security, workers’ compensation, federal or state income tax, unemployment compensation or other employee benefit programs on behalf of Contractor or Contractor personnel. Contractor shall indemnify and hold USAC harmless against any and all loss, liability, cost and expense (including attorneys’ fees) incurred by USAC as a result of USAC not withholding or making such payments. Neither Contractor nor any of Contractor’s personnel are entitled to participate in any of the employee benefit plans of, or otherwise obtain any employee benefits from, USAC. USAC has no obligation to make any payments to Contractor’s key personnel, employees, representatives, directors,

officers, subcontractors and agents. Contractor shall not hold herself/himself out as an employee of USAC and Contractor has no authority to bind USAC except as expressly permitted hereunder.

XXXVII. TEMPORARY EXTENSION OF SERVICES

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

XXXVIII. NOTICES

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

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

If to USAC:

Vice President of Procurement and Strategic Sourcing

Universal Service Administrative Company

700 12th Street, NW, Suite 900

Washington, DC 20005

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

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

XXXIX. SURVIVAL

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

XL. EXECUTION / AUTHORITY

The Contract may be executed by the parties hereto on any number of separate counterparts and counterparts taken together shall be deemed to constitute one and the same instrument. A signature sent via facsimile or portable document format (“PDF”) shall be as effective as if it was an original signature. Each person signing the Contract represents and warrants that they are duly authorized to sign the Contract on behalf of their respective party and that their signature binds their party to all provisions hereof.

**SECTION D:
Attachments**

Attachment List:

- Attachment 1-9: Mock Task Order Request for Proposals (9 total Mock TORPs)
- Attachment ~~11-15: Task Order Request for Proposals (5 total TORPs)~~10: *[Intentionally Omitted]*
- Attachment 11-15: Task Order Request for Proposals (5 total Actual TORPs)
- Attachment 16: Consolidated Bid Sheet – All Mock TORPs
- Attachment 17: Individual Bid ~~Sheet~~– Sheets – Actual TORPs
- Attachment 18: USAC’s Travel and Expense Policy
- Attachment 19: IT Security Network Rules of Behavior Form
- Attachment 20: Confidentiality Agreement

**SECTION E:
Instructions and Evaluation Criteria**

I. GENERAL

A. CONTACT TERMS AND CONDITIONS

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

The Offeror’s proposal may identify deviations from, or revisions, exceptions or additional terms (collectively “exceptions”) to the Terms and Conditions, but only if such exceptions are clearly identified in a separate section within each proposal volume entitled “Exceptions to RFP Terms.” Proposals that include material exceptions to the Terms and Conditions may be considered unacceptable and render Offeror ineligible for award unless the Offeror withdraws or modifies any unacceptable exceptions prior to USAC’s selection of the successful Offeror for award. USAC will only consider changes or additions to the RFP Terms and conditions that are included in Offeror’s proposal. After selection of the awardee, USAC will not consider or negotiate any exceptions to the Terms and Conditions.

B. PERIOD FOR ACCEPTANCE OF OFFERS

Offeror proposal shall remain valid for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Offeror shall ensure that its proposal:

- Concisely address USAC’s requirements, as set forth in the Requirements and Scope of Work section (*See* Section B), and should not contain a significant amount of corporate boilerplate marketing information.
- Is submitted to the USAC Procurement Department, no later than the Proposal Due Date.
- Is submitted in the form of one electronic copy submitted to rfp@usac.org. The subject line for all email communication related to this solicitation should only state the Solicitation Number, **USAC-20-015** of this RFP.

C. PROPOSAL SCHEDULE

RFP Key Dates: Key activities and target completion dates are set forth below. USAC may change these dates in its sole discretion without liability.

DATE	EVENT
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February 12, 2020	RFP posted for solicitation
February 21, 2020	Deadline for submission of questions
February 25, 2020	USAC response to submitted questions
March 12, 2020	Deadline for Contractor to submit RFP response (Proposal Due Date)
March 16-17, 2020	Potential dates for discussions / Questions and Answers (Q&A)
March 20, 2020	Potential deadline for selected Contractors to submit best and final RFP response

To be timely, Offeror’s proposal (along with a signed [Attachment 20: Confidentiality Agreement](#)) must be received by USAC by the Proposal Due Date at the email address specified above. Any offer, modification, revision, or withdrawal of an offer received at the USAC office designated in the solicitation after the Proposal Due Date and Time is “late” and will not be considered by USAC, unless USAC determines, in its sole discretion, that: (1) circumstances beyond the control of Offeror prevented timely submission, (2) consideration of the offer is in the best interest of USAC, or (3) the offer is the only proposal received by USAC.

D. AMEND, REVISE OR CANCEL RFP

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

II. CONTRACT AWARD

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

III. IDENTIFICATION OF CONFIDENTIAL INFORMATION

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

IV. PROPOSAL FORMAT

Proposals shall be presented in four separate volumes:

1. Volume 1 – Corporate Information
2. Volume 2 – Technical
3. Volume 3 – Past Performance Evaluation
4. Volume 4 – Price

V. PROPOSAL VOLUME COVER PAGE

Each volume of Offeror’s proposal must contain a cover page. On the cover page, please include:

- The name of the Offeror’s organization,
- The Offeror’s contact name,
- The Offeror’s contact information (address, telephone number, email address, website address),
- The Offeror’s DUNS number,
- The date of submittal,
- A statement verifying the proposal is valid for a period of 120 days, and
- The signature of a duly authorized Offeror’s representative.

VI. PROPOSAL CONTENT

Each proposal shall be comprised of the following four volumes:

NOTE THAT IN ORDER TO BE CONSIDERED FOR ANY OF THE FIVE (5) ACTUAL TORPS BEING ISSUED HEREUNDER, AS REFERENCED IN SECTION D AND INCLUDED AS ATTACHMENTS 11-15 TO THIS RFP, OFFEROR MUST PROVIDE AN INDIVIDUAL RESPONSE FOR EACH ACTUAL TORP INCLUDING TECHNICAL INFORMATION AND PRICING INFORMATION FOR THE SPECIFIC ACTUAL TORP, AS SET FORTH BELOW.

A. CORPORATE INFORMATION (VOLUME I)

This volume must include:

1. A cover page, as outlined above.
2. An executive summary summarizing all key features of the proposal, including

the identification of any affiliated individuals or firms that will assist the Offeror in performing the Contract.

3. Pricing information should not appear in the Executive Summary.
4. A statement regarding any known conflicts of interest.
 - a. USAC procurements are conducted with complete impartiality and with preferential treatment for none. USAC procurements require the highest degree of public trust and an impeccable standard of conduct. Offerors must strictly avoid any conflict of interest or even the appearance of a conflict of interest, unless USAC has otherwise approved an acceptable mitigation plan.
 - b. Offerors must identify any actual or potential conflicts of interest involving the Offeror or any proposed subcontractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which it proposes to avoid, neutralize, or mitigate such conflicts. Offerors shall identify such conflicts or potential conflicts or appearance issues to USAC and provide detailed information regarding the nature of the conflict. Examples of potential conflicts include, but are not limited to: (1) any ownership, control or other business or contractual relationship(s), including employment relationships, between the Offeror (or proposed subcontractor) and any USF Stakeholder; (2) an Offeror has a direct personal or familial relationship with a USAC or FCC employee; (3) a former employee of USAC or FCC who had access to confidential procurement-related information works for the Offeror; (4) a USAC or FCC employee receives any type of compensation from the Offeror, or has an agreement to receive such compensation in the future; (5) Offeror has communications with a USAC or FCC employee regarding future employment following the issuance of the RFP for this procurement; (6) any employment or consultation arrangement involving USAC or FCC employees and the Offeror or any proposed subcontractor; and (7) any ownership or control interest in the Offeror or any proposed subcontractor that is held by an FCC or USAC employee.
 - c. Offers must also identify any participation by the Offeror, or any proposed subcontractor(s) or personnel associated with the Offeror, in any of the universal service programs. The requirement in this Section E.V.A applies at all times until Contract execution.
 - d. 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.
5. Minimum Offeror Criteria. Offeror is required to demonstrate the following corporate experience in order to be considered for award:

~~a. Past performance as a prime contractor providing primarily application development work on two (2) projects with greater than fifty (50) full time equivalent staff and revenue of greater than \$10M/year;~~

~~b.a. At least two (2) past performance citations as a prime contractor for a federal agency performing similar size, scope and complexity;~~

~~e.b. Corporate offerings and experience which shall include strategic consultancy and IT services and solutions; and,~~

~~d.~~

B. TECHNICAL INFORMATION (VOLUME II)

1. This volume must include: Offeror must include technical information, for each Service Category Offeror intends to submit a proposal for, as set forth below:

- a. A cover page, as outlined above.
- b. The Offeror will provide a clear statement of whether or not the Offeror's performance of the Contract will comply with all requirements, Terms and Conditions set forth in the RFP. Offerors must submit a detailed response to this RFP. The Offeror must clearly state whether it will comply with all requirements, Terms and Conditions set forth in the RFP, and provide detailed information about how it will fulfill the requirements of the RFP. Any deviations from, or exceptions to, the requirements, Terms or Conditions contained in this RFP must be clearly identified. This statement will be no longer than one (1) written page.

Note: Offers that include material deviations from, or take material exceptions to, RFP requirements, Terms or Conditions will be evaluated as technically unacceptable and will be ineligible for award unless USAC subsequently amends the RFP to modify the requirements or, if USAC —addresses the deviations/exceptions during discussions and thereby resolves the deviations/exceptions.

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.

~~e.c.~~ 3. ~~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.

~~f.d.~~ 4. ~~Experience.~~ For each of the items below in which Offeror has experience, describe relevant work performed and identify the name of the entity, contact name, address, and telephone number.

- i. Describe Offeror's experience performing under each Service Category for which your firm intends to submit a TORP bid.
- ii. Describe Offeror's experience within the relevant Services Categories.
- iii. Describe Offeror's experience with information technology and telecommunication applications (e.g., billing systems, mapping software, cost allocation software, etc.)
- iv. Describe how Offeror has successfully met schedule and cost constraints in performing similar engagements. Include metrics regarding schedule compliance and cost performance relative to budget and not-to-exceed limits in addition to qualitative statements.

~~g.e.~~ Key Personnel. Identify by name all Key Personnel who will be assigned to the Contract. Key Personnel identified in the proposal shall include the following:

- i. Resumes, as an appendix ("Appendix A") to the technical volume, no longer than one (1) page in length for each individual.
- ii. If Contractor, at 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 person and include the expected termination date in the proposal.

~~h.f.~~ Task Order Management. Identify the tools and corporate procedures to manage the Task Orders to a successful completion.

- i. Identify the office locations that will service this engagement.
- ii. Describe your firm's strategy to perform simultaneous consulting services under one Task Order. What additional resources are available without subcontracting?

- iii. Describe the project management support you will provide to manage the tasks and deliverables assigned to your firm, and to interface with the USAC CA to manage the contract requirements.

2. IN ADDITION, IF OFFEROR WISHES TO BE CONSIDERED FOR ANY OF THE FIVE (5) ACTUAL TORPS TO BE ISSUED UNDER THIS RFP, AS REFERENCED IN SECTION D, AND INCLUDED AS ATTACHMENTS 11-15, OFFEROR MUST SUBMIT INDIVIDUAL TECHNICAL INFORMATION FOR EACH ACTUAL TORP, AS SET FORTH BELOW:

- a. A cover page, as outlined above.
- b. A summary detailing Offeror's experience providing the similar services as described in Section B of Actual TORP.
- c. An in-depth discussion of Offeror's technical approach to providing the services listed in Section B.VI. of the Actual TORP, along with a clear statement of whether or not the Offeror's performance of the Task Order will comply with all requirements, Terms and Conditions set forth in the Actual TORP. Offerors must submit a detailed response to the applicable Actual TORP. The Offeror must clearly state whether it will comply with all requirements and Terms and Conditions set forth in this RFP and provide detailed information about how it will fulfill the requirements of the Actual TORP. Any deviations from, or exceptions to, the requirements or Terms or Conditions contained in the Actual TORP or this RFP must be clearly identified in an Attachment B to Volume II of the response to the Actual TORP.

Note: Offers that include material deviations from, or take material exceptions to, RFP requirements, Terms or Conditions will be evaluated as technically unacceptable and will be ineligible for award unless USAC subsequently amends the RFP to modify the requirements or, if discussions will be held, decides to address the deviations/exceptions during discussions and thereby resolves the deviations/exceptions are thereby resolved.

- d. Technical proposals that merely repeat the requirements set forth in the applicable Actual TORP 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 the applicable Actual TORP.
- e. Capabilities. Describe Offeror's capabilities for performing the Task Order awarded based on the Actual TORP, 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.

- f. Experience. Describe your Offeror's experience with providing the related services as detailed in Section B of the applicable Actual TORP. Provide examples of projects and personnel to include project scope, size, and complexity, and types of positions with length of assignments.
- g. Key Personnel. Identify by name all Key Personnel to be used for based on the applicable Actual TORP. Describe the technical knowledge and experience of proposed personnel in the requested services with respect to, but not limited to, experience and qualifications including depth of knowledge, expertise and number of years. It is preferred that the bidder provide two (2) clients in which the proposed held a similar position. Indicate any other personnel that will be assigned to USAC and his/her role on the contract. Provide a brief summary of each of these professional staff members' qualifications to include education and all relevant experience.
 - i. Submit resumes/biographies for all Key Personnel, as an attachment (Attachment 4) to the technical volume to Offeror's response to the applicable Actual TORP, no longer than two (2) pages in length per resume.
 - ii. If Offeror, 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 Offeror, Offeror shall identify such personnel and include the expected termination date in the proposal.

C. PAST PERFORMANCE EVALUATION (VOLUME III)

This volume must include:

1. A cover page, as outlined above.
2. A list of up to three (3) current or recently completed contracts for 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.
 - a. For each past performance, provide a description of the relevant performance

and the name and telephone number for USAC to contact for past performance information for each project discussed. A past performance description will consist of: (i) an overview of the engagement, (ii) a description of the scope of work performed, (iii) its relevance to this effort, 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.

- b. USAC will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past performance questionnaire to the contacts identified in the Offeror's proposals. Although USAC will follow-up with the contacts, the Offeror, not USAC, is responsible for ensuring that the questionnaire is completed and returned by the specified date in USAC's transmittal. If USAC is unable to reach or obtain a reference for the project, USAC may not consider the contract in an evaluation of past performance.

D. PRICEPRICING INFORMATION (VOLUME IV)

3. ~~Contractor~~Offeror must include pricing information, for each Service Category Offeror intends to submit a proposal for, as set forth below:
 - ~~1. One volume should be included for each Service Category in response to the Key Personnel referenced (see Section B.9) in Attachment 1: Bid Sheet.~~
 - a. A cover page, as outlined above.
 - b. Completed pricing information in Attachment ~~1:~~16: Consolidated Bid Sheet.
 - i. Pricing Information, including labor hour rates, should be included for each Key Personnel and Staff level position in each Service Category in Attachment 16 (Consolidated Bid Sheet) that Contractor will submit proposals for.
 - ~~i.~~ii. The fixed labor-hour prices should be fully loaded and must include wages, overhead, general and administrative expenses, taxes and profit for each labor category.
 - ~~ii.~~iii. The labor rates established in this RFP will be used for all awarded to award Task Orders, except that the Contractor may offer discounts to the labor rates in Task Order competitions.

4. E.—IN ADDITION, IF OFFEROR WISHES TO BE CONSIDERED FOR ANY OF THE FIVE (5) ACTUAL TORPS TO BE ISSUED UNDER THIS RFP, AS REFERENCED IN SECTION D, AND INCLUDED AS ATTACHMENTS 11-15, OFFEROR MUST SUBMIT INDIVIDUAL PRICING INFORMATION FOR EACH ACTUAL TORP, AS SET FORTH BELOW:

- a. A cover page, as outlined above.
- b. One volume should be included for each response to the Key Personnel referenced in the Actual TORP.
- c. Completed pricing information in Attachment 17: (Individual Bid Sheet). The fixed labor-hour prices should be fully loaded and must include wages, overhead, general and administrative expenses, taxes and profit for each labor category.

E. PRESENTATION and PAGE LIMITATIONS

1. Proposal Presentation

- a. Proposals must be prepared using Times New Roman font. All text except for diagrams, tables, and charts must be presented in 12 point font. Diagrams, tables, and charts may be presented in a smaller font if needed to fit the page. The reduced font size may not be smaller than 9 point.
- b. The content of each diagram, table, Gantt chart, and chart must accurately depict the same information included in the text, serving as the visual representation of the written content in the proposal.
- c. Any diagram, table, Gantt chart or chart must be readable when printed. These documents may be included as Attachments to the proposal using landscape orientation to enhance presentation if needed.
- d. All diagrams, tables, Gantt charts, and charts must be incorporated into the proposal using the native program from which it was created to eliminate distortion of text by inserting images and pictures.
- e. The font color used to label column headings must be bolded and a contrasting color from the background color to clearly display headings.

2. Page Limitation

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

- a. Volume I – Corporate Information; may not exceed three (3) pages.
- b. Volume II – Technical; may not exceed ~~twenty (20) pages~~; **however excluding Appendix A (Resumes);**

- i. Six (6) pages including Cover page; however excluding (Resumes); and
- ii. Twenty (20) pages; however excluding Appendix A (Resumes).
- c. Volume III – Past Performance Information; may not exceed four (4) pages, per Service Category Offeror bids on.
- d. Volume IV – Price; may not exceed ~~three (3) pages for each Mock TORP Offeror bids on.;~~
 - iii. Ten (10) pages for Attachment 16 (Consolidated Bid Sheet); and
 - iv. Three (3) pages for each Attachment 17 (Individual Bid Sheet).

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

VII. EVALUATION

A. MOCK TORPS

Attachment 1 to this RFP contains TORPs for each service category set forth in Section B (Requirements and Scope of Work) of the RFP and as listed below.

IT Professional Consulting Services

1. FISMA Compliance
2. IT Security Services
3. Enterprise IT Services
4. General Information Systems Services

Business & Professional Consulting Services

1. BPO Services or PMO Services
2. Enterprise and USF
3. Program Risk Assessment Services and Audit Services
4. General Professional Consulting Services

~~**EVERY OFFEROR IS REQUIRED TO SUBMIT A PROPOSAL FOR AT LEAST ONE (1) OF THE TEN (10) MOCK TORP SERVICE CATEGORIES. OFFERORS MUST ALSO SUBMIT A PROPOSAL FOR EACH OF THE TEN (10) MOCK TORP SERVICE CATEGORIES THAT IT WISHES TO BE CONSIDERED FOR UNDER THE CONTRACT.**~~

~~**USAC IS ALSO ISSUING FIVE (5) ACTUAL TORPS THAT MAY BE AWARDED AS TASK ORDERS UNDER THE CONTRACT.**~~

EVERY OFFEROR IS REQUIRED TO SUBMIT A PROPOSAL FOR AT LEAST ONE (1) OF THE NINE (9) MOCK TORP SERVICE CATEGORIES AND / OR AT LEAST ONE (1) OF THE FIVE (5) TORPS. OFFERORS MUST ALSO SUBMIT A PROPOSAL FOR EACH MOCK TORP SERVICE CATEGORIES THAT IT WISHES TO BE CONSIDERED FOR UNDER THE CONTRACT.

PLEASE NOTE: VENDORS WISHING TO PROPOSE AN ALTERNATIVE PRICING AND / OR STAFFING PLAN, IN ADDITION TO THE PLAN REQUESTED BY USAC, FOR THE MOCK TORPS AND / OR TORPS, ARE ENCOURAGED TO DO SO AND SUBMIT AS ATTACHMENT B TO THE VOLUME IV OF EACH PROPOSAL RESPONSE.

B. EVALUATION FACTORS

1. **RFP:** USAC will award multiple contracts resulting from this solicitation to the responsible Offerors whose offers conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to compare offers and select the awardees – technical, past performance, and price. When combined, the technical and past performance factors are significantly more important than price.
 - a. **Technical:** The technical sub-factors listed below in descending order of importance:
 - i. Experience
 - ii. Personnel and Resources
 - iii. Management Capability
 - iv. Key Personnel
 - b. **Past Performance:** Past performance information will be evaluated to assess the risks associated with an Offeror’s performance of this effort, considering the relevance, recency and quality of the Offeror’s past performance on past or current contracts for the same or similar services. The Offeror’s past performance will be evaluated based on the Offeror’s discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offeror’s proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in the Offeror’s proposal that are not identified as references).
 - c. **Price Evaluation:** USAC will evaluate price based on the price proposed ~~for each Mock TORP, in and the associated Labor Rates (if applicable) in Attachment 16 (Consolidated Bid Sheet).~~ Price is the least important evaluation factor and USAC may not award a Contract to the lowest priced Offeror. USAC further recognizes

that the size of a company, its name- recognition, geographical offerings and the expertise/experience of staff impacts the price of the hourly labor rates offered by the firms, thus making comparisons of differently situated firms less meaningful. Therefore, when considering rates, USAC will use the rates of similarly situated companies for reasonableness and comparison purposes. Price may become a more important selection factor if the ratings for the non-price factors are the same or very close to the same. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

- d. Oral Sessions: Face to face, in-person evaluations in the form of Q&A responses will be included as part of the evaluation for Technical evaluation.

2. ACTUAL TORP: USAC may award a single or multiple individual Task Orders resulting from each Actual TORP to a responsible Offeror whose offer conforming to the applicable Actual TORP 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.

- a. Technical: The technical sub-factors listed below in descending order of importance:
 - i. Technical Approach
 - ii. Capabilities
 - iii. Experience
 - iv. Key Personnel
- b. 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 5 years from the date of the solicitation), and quality of the Offeror's past performance on past or current contracts for the same or similar services. Past performances The Offeror's past performance will be evaluated based on the Offeror's discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offeror's proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in the Offeror's proposal that are not identified as references).
- c. Price Evaluation: USAC will evaluate price based on the price, listed in

Attachment 17 (Individual Bid Sheet). While price is an evaluation factor, USAC may not necessarily award a Contract to the lowest priced Offeror. USAC further recognizes that the size of a company, its name-recognition, geographical offerings and the expertise/experience of staff impacts the price of the service category rates offered by the firms, thus making comparisons of differently situated firms less meaningful. Therefore, when considering rates, USAC will use the rates of similarly situated companies for reasonableness and comparison purposes. Price may become a more important selection factor if the ratings for the non-price factors are the same or very close to the same. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

C. DOWN-SELECT PROCESS

USAC may determine that the number of proposals received in response to this RFP (for one or any number of Service Category) are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to establishing a competitive range. In such case, USAC may conduct a down-select process to eliminate Offerors, prior to discussions, from further consideration based on a comparative analysis of Offerors proposals, with primary focus on the price proposal, but USAC may, in its sole discretion, consider other factors such as quality of proposal, technical capabilities and past performance. Proposals that include proposed prices that are significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the competition.

D. RESPONSIBILITY DETERMINATION

USAC will only award contracts to responsible Offerors. USAC will make a responsibility determination based on any available information, including information submitted in an 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>.

Attachment 18

USAC Travel & Expenses Policy

USAC will reimburse Contractor for necessary and reasonable Travel Expenses incurred on behalf of the Contractor while performing the Contract on a time-and-materials (“T&M”) basis only. “Travel Expenses” means the actual costs of transportation to and from the Contractor’s primary and regular place of business, meals while working at the off-site location, accommodations in the event travel requires an overnight stay to work at the off-site location, and certain other expenses, to the extent that such expenses are permitted in, and incurred in accordance with these policies and provided that the off-site location is more than 50 miles from the Contractor’s regular place of business. The Travel Expenses reimbursable under the Contract are set forth in paragraphs I. to IV. below. Contractor shall exercise sound, practical, and prudent judgment when determining the need for travel on behalf of USAC as well as the appropriate expenses to be incurred in connection with such travel. Contractor will only be reimbursed for the most cost-effective means of travel consistent with the circumstances. Contractor shall schedule trips to the same location in the most efficient manner to avoid multiple trips and limit the expense to USAC.

Contractor shall pay for Travel Expenses incurred and may seek reimbursement for Travel Expenses only through submission of a proper invoice in accordance with the terms of the Consulting Agreement. The Contractor shall provide itemized receipts for all Travel Expenses. USAC will reimburse Contractor for Travel Expenses only after the expenses have been incurred.

The terms of this Policy apply only to non-local travel, *i.e.*, travel in excess of 50 miles from the Contractor’s regular place of business. USAC will not reimburse any expenses for travel by Contractor to locations within a 50-mile radius of his or her regular place of business (local travel).

I. Transportation

- (A) Air and rail transportation by Contractor, regardless of duration or destination, must be at the lowest practical and available fare. No upgrades from basic (coach) service are reimbursable.
- (B) If Contractor uses a personal vehicle for travel related to the Agreement, it is the Contractor employee’s responsibility to be adequately insured.
- (C) Reimbursement for non-local travel in excess of 50 miles from the Contractor’s regular place of business will be for the lesser of the total dollar amount of mileage (plus tolls and parking charges) reimbursed at the current federal Internal Revenue Service (IRS)

rate (<https://www.irs.gov/newsroom/2017-standard-mileage-rates-for-business-and-medical-and-moving-announced>) or the total dollar amount for the equivalent commercial transportation fare. If Contractor chooses to use his or her personal vehicle for non-local travel greater than 700 miles in total mileage, (s)he must submit documentation to support that this option was less expensive than a commercial option (e.g., bus, train or plane).

(D) Car Rentals: Contractor shall use the most reasonable cost rental vehicle that can accommodate travel requirements (i.e., terrain and weather) and the number of occupants. Intermediate/standard size cars should meet most travelers' needs. If a more expensive option is required, an explanation must be attached to the invoice. When on travel together, Contractor personnel should share a single rental vehicle. However, no more than four people are required to share a vehicle.

1. GPS (Global Positioning System) navigation systems may be obtained from the rental car agencies and are reimbursable.
2. USAC will not reimburse Contractor for insurance on car rentals. It is recommended that Contractor keep all insurance information with them at all times when traveling and renting automobiles. Contractor is responsible for paying the costs associated with accidents and theft involving rental cars.
3. EZ-pass and prepaid toll devices may be obtained from the rental car agencies and costs will be reimbursed if related to Contract travel.

II. Meals

(A) Contractor may be reimbursed for meal expenses incurred on non-local travel. Meal expenses must be reasonable and itemized receipts are required for each meal expense in excess of \$25. Meal expenses must be itemized and recorded on an expense statement using actual amounts and broken out by individual meals.

(B) On the days that the non-local travel begins and ends, meals prior to or subsequent to traveling will be reimbursed if travel occurs between the following times:

1. Breakfast: If the Contractor leaves home before 7:00 a.m.
2. Lunch: If the Contractor leaves Contractor's facility before 11:30 a.m. and/or returns after 3:30 p.m.
3. Dinner: If the Contractor arrives home after 8:00 p.m.

III. Accommodations

- (A) In cases where non-local travel requires an overnight stay, Contractor will be reimbursed for the cost of a single room at the lowest price suitable and appropriate for the business purpose.
- (B) Contractor will be reimbursed the room charge for internet connection per day provided the internet is used for Contract purposes only.

IV. Other Expenses

Contractor will be reimbursed for the following expenses, provided they are reasonable and necessary:

- (A) Gratuities at usual and customary amounts; and
- (B) Normal and customary baggage fees associated with airline travel.

V. Non-Reimbursable Expenses

Contractor will not be reimbursed for the following expenses. This list is not all inclusive.

- (A) Expenses for hiring rapid mode of transportation vehicles such as “Zip Cars.”
- (B) Expenses of spouses or other family members accompanying Contractor employees on business trips related to the Contract.
- (C) Costs of privately owned or rented aircraft.
- (D) Alcohol (including pro rata portion of gratuities for combined receipts).
- (E) In-room lodging entertainment and services (e.g., movie rentals, concierge and turn-down services, etc.).
- (F) Parking tickets or fines for violation of motor vehicle laws incurred by Contractor.
- (G) Insurance for rental cars.
- (H) Overweight personal baggage in excess of the normal baggage fee charge for the flight.
- (I) Transportation between home and the regular work location as well as any personal travel.

- (J) Expenses for entertainment (alcohol, amusement or recreation, such as visiting nightclubs, theater expenses, sporting events, meals purchased in surroundings not conducive to a business discussion).

Attachment 19

IT Security Network Rules of Behavior

This document explains IT Security’s “Rules of Behavior” (“ROB”) for users of USAC IT Network Services. USAC defines a user as anyone who connects the USAC’s IT corporate network infrastructure, including employees of USAC, contractors, vendors and other individuals who have a legitimate reason to conduct business with USAC.

Acknowledgment of receipt and understanding of these rules is required to receive authorized access to USAC networks/systems and information while on-site at USAC’s headquarters at 700 12th Street, NW, Suite 900, Washington, DC 20005, and/or when working remotely.

General Policy: Authorized USAC Network/System Users

1. Information network/system access is provided according to USAC’s System Access Procedure and limited to authorized persons whose job responsibilities require their use. Exceptions to this policy include stand-alone personal computers accessing the Internet through USAC’s internal wireless network. (Also see Handheld and Telecommuting Policies, below.)
2. Everyone with a USAC network account must receive periodic (including refresher) training in security awareness and accepted security practices commensurate with duties and responsibilities.
3. USAC’s information network/system is to be used for lawful, authorized USAC business purposes only.
4. All network/system users are expected to comply with safeguards, policies, and procedures that prevent unintentional or deliberate access to USAC information systems by unauthorized persons.
5. USAC monitors, tracks, and records network/system use.
6. When unsure of the policies and procedures for any USAC network/system-related activity, contact a direct supervisor or sponsor.

Computer, Hardware and Workstation Security

7. Accept personal accountability for all activity conducted with assigned user IDs and associated accounts.
8. Prevent others from accessing your computer and account information:
 - Lock computers and secure all equipment when leaving a workstation unattended.
 - Do not share personal account information with others.
 - Use strong passwords and change at least every 90 days.
9. Ensure software installed on USAC computers is USAC-authorized, installed according to its license, and free of malicious code.

10. Make sure USAC computers used contain the latest operating system(s), manufacturer patches, software updates, and current anti-virus protection.
11. Encrypt transportable computers and removable media that contain sensitive information.
12. Obtain the approval of Change Control Board prior to reconfiguring or modifying any USAC computer or hardware peripherals connected to the USAC network.

Software, Document, and Content Management

13. Protect confidential and sensitive information located on computers, on the LAN, and in email files.
14. Do not store files on local hard drives
15. Do not use peer-to-peer file sharing applications or services.

Email, Internet and Instant Messaging

16. Avoid Internet sites with offensive, inappropriate, potentially harmful, and illegal content.
17. Do not use email or the Internet to:
 - Solicit, harass, or otherwise offend anyone or for any unlawful purposes or to access or disclose communications or records of any kind without prior authorization and legitimate business purposes
 - Express one's personal religious, political, or other interests or views.
 - USAC Employees must not include a non-USAC signature quote, byline, or tag line.

IT Security | Network Rules of Behavior

18. If applicable, encrypt outbound emails in Microsoft Outlook by marking them "Confidential."
19. Use only USAC's instant messaging ("IM") service.
20. Report downloads of malware and other unknown or unsolicited programs to IT Security at netsec@usac.org.

Handheld and Telecommuting Policies

21. Do not use wireless devices (e.g., cell-phones) to discuss/transmit USAC Confidential Information or Sensitive PII. Exceptions to this policy:
 - When transmitting data on USAC-issued or supported mobile devices.
 - For an approved access portal such as hq.universalservice.org, webmail.universalservice.org and USAC VPN through an encrypted wireless network. (This network may be a home or business access point. This network may not be an ad-hoc, hotspot or connection to unknown networks.)
 - On personally owned phones using the USAC approved Good for Enterprise™ application
22. Access USAC internal network and IT resources through secure mechanisms (VPN, SSH, HTTPS) only.

- 23. Use unsecured (unencrypted) remote access with a signed waiver from the Vice President and CIO only.
- 24. Protect property in a common sense approach when using USAC resources offsite.
- 25. Consider using personal firewalls or firewall appliances when connecting to USAC resources through the public Internet, regardless of use of dial-in or higher-speed connections.

Incident and Event Reporting

- 26. Promptly report suspicions or concerns about IT security violations (e.g., virus infection, data breach, etc.), to any of the following: IT Security (in person or via email to netsec@usac.org); USAC Service Desk; your sponsor.

Failure to comply with these Rules of Behavior, may result in disciplinary actions including termination of employment and/or administrative action as well as legal action.

Print Name

Date

User Signature

Date

Attachment 20
USAC Confidentiality Agreement

1. I recognize and acknowledge that as a, bidder/offeror, contractor, subcontractor, consultant, agent, or an employee or other representative thereof (collectively, “a Contractor”) for the Universal Service Administrative Company (“USAC”), I may have access to Confidential Information, as that term is defined in Appendix A to this Confidential Information Use and Disclosure Agreement (“Confidentiality Agreement”).
2. I acknowledge and agree that I will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. I acknowledge and agree that this obligation applies to the treatment of all Confidential Information to which I obtain access while working as a Contractor for or on behalf of USAC, regardless of the form of the Confidential Information or the manner in which I obtain access to it. I acknowledge and agree that my obligations with respect to confidential information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly, and information obtained pursuant to or outside of my job responsibilities if I obtained the information as a result of my relationship with USAC.
3. I acknowledge and agree that my obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue even if I am no longer a Contractor.
4. I acknowledge and agree that I will not use Confidential Information for any purpose other than a legitimate business purpose of USAC.
5. I acknowledge and agree that, except as provided in paragraphs 6 and 7 herein or as authorized by the USAC Chief Executive Officer or the USAC General Counsel, or in either one’s absence, a respective designee, I will not disclose Confidential Information to any person or entity other than: (a) the provider of the Confidential Information at issue, or (b) an authorized Contractor who has executed a confidentiality agreement with USAC.
6. I acknowledge and agree that this Confidentiality Agreement shall not apply to requests for Confidential Information made by an employee of the Federal Communications Commission (“FCC”), except that I may not disclose Personally Identifiable Information (as that term is defined in Appendix A to this Confidentiality Agreement) without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one’s absence, a respective designee.
7. I acknowledge and agree that, subject to the notice requirement in paragraph 8 below, this Confidentiality Agreement shall not prevent disclosure of Confidential Information in response to an official request from the Comptroller General of the United States, the Government Accountability Office, or the United States Congress or a Committee or Subcommittee thereof,

except that I may not disclose Personally Identifiable Information without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.

8. I acknowledge and agree that if I receive a subpoena or any other request or demand for Confidential Information, I will take all reasonable and appropriate steps to ensure that the request is submitted within one business day of receipt, and prior to any disclosure of such information or records, to the USAC General Counsel, or in the USAC General Counsel's absence, a respective designee.
9. I acknowledge and agree that if I know or have a reasonable basis for believing that any Contractor is using or disclosing Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify the USAC General Counsel.
10. I acknowledge and agree that if I intentionally or unintentionally disclose any Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify the USAC General Counsel.
11. I acknowledge and agree that if I am uncertain or have questions about my obligations under this Confidentiality Agreement, I will immediately seek advice from the USAC Director of Human Resources or the USAC General Counsel.
12. I acknowledge and agree that any violation of this Confidentiality Agreement may subject me to disciplinary action, including suspension or termination from this project, and civil and criminal liability.
13. I acknowledge and agree that signing this Confidentiality Agreement is a condition of my working as a Contractor for USAC.
14. I acknowledge and agree that upon completion or termination of my relationship as a Contractor for USAC, I will return to the USAC General Counsel, the USAC Director of Human Resources, or other person designated by either of them, any Confidential Information in my possession.
15. I acknowledge and agree that this Confidentiality Agreement is binding upon me as of the date of my signature, that any modification to this Confidentiality Agreement is binding on me as of the date that I sign such modified version, and that my obligations under the Confidentiality Agreement, including any modifications, continue through and beyond the termination of my position as a Contractor and for as long as I have in my possession, access to, or knowledge of Confidential Information.
16. If any provision of this Confidentiality Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of the Confidentiality Agreement shall continue in full force and effect as if it had been executed without the invalid provision.

Acknowledged and agreed:

By (signature): _____

Name (print): _____

Date: _____

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

CONFIDENTIALITY AGREEMENT - APPENDIX A

Personally Identifiable Information is defined as information whose disclosure would constitute an unwarranted invasion of personal privacy, including but not limited to, personnel records, salary and compensation information, medical records, social security number or residential address. In the event of a question about whether disclosure would constitute an unwarranted invasion of personal privacy, the USAC General Counsel or his or her designee will use for guidance the standards set forth in 47 C.F.R. § 0.457(f) and decisions made thereunder.

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as "Information") and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal USAC management matters, including but not limited to USAC program integrity procedures, if disclosure is reasonably likely to interfere with or prejudice the performance of the internal USAC management functions.
2. Information related to the development of statements of work or evaluation criteria for USAC or FCC procurements (but not final solicitation or procurement documents that are formally released to one or more prospective bidders or offerors), contractor bids or proposals, evaluation of bidders or offerors, selection of contractors, or the negotiation of contracts.
3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute requires that the information be withheld from the public in such a manner as to leave no discretion on the issue, or (b) establishes particular criteria for withholding or refers to particular types of information to be withheld. Such information includes copyrighted or trademarked information.
4. Information containing trade secrets or commercial, financial or technical information that (a) identifies company-specific (i.e., non-aggregated) proprietary business information about a Universal Service Fund ("USF") contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning USAC relationships with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.
6. Information regarding or submitted in connection with an audit or investigation of a USF contributor, potential USF contributor, USF beneficiary, applicant for USF support, or USAC Staff Person.

7. Information to which USAC, the FCC, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects USAC, FCC or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not limited to internal USAC information, information exchanged between USAC and the FCC or another government agency and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of USAC, the FCC, other government agencies, and their respective staff.
8. Information that was submitted with a corresponding written request for confidential treatment, protection, or nondisclosure, including, but not limited to, submissions marked “proprietary,” “privileged,” “not for public disclosure,” or “market sensitive information,” unless and until such request is denied.
9. Information developed in security investigations. Such information is the property of the investigative agency and may not be made available for public inspection without the consent of the investigative agency.