

**USAC SOLICITATION FOR**

**Enterprise Resource Planning - Revised**

**CONTRACT INFORMATION:**

**Method of Solicitation:** Request for Proposal (RFP)  
**Award Effective Date:** TBD  
**Contract Period of Performance:** TBD  
**Solicitation Number:** USAC-20-093  
**Solicitation Issue Date:** March 11, 2022  
**Offer Due Date:** ~~April 11, 2022~~ **April 29, 2022**

**CONTRACT TO BE ISSUED BY:**

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

**USAC RFP PRIMARY CONTACT:**

USAC CONTACT INFORMATION	OFFEROR CONTACT INFORMATION
Susana Iannino Senior Procurement Specialist P: 202-414-2729 E: <a href="mailto:susana.iannino@usac.org">susana.iannino@usac.org</a> <a href="mailto:rfp@usa.org">rfp@usa.org</a>	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

**OFFEROR SIGNATURE**

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Date

(RFP) COVER PAGE

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# 1 **INTRODUCTION**

Universal Service Administrative Company (USAC) is issuing this request for proposal (RFP) for a collaborative, best-in-class financial systems integrator (Contractor), to replace its current financial systems with an integrated, enterprise resource planning (ERP) commercial off-the-shelf (COTS) system. USAC is investing in a solution to modernize its financial systems to improve functionality, speed, accuracy, and ease of use and provides flexibility and scalability to meet current and future financial reporting and program requirements. Contractor shall propose COTS software solution that meets Federal Financial Management System Standards<sup>1</sup> out of the box, as well as any other tools necessary to meet USAC's needs (Solution). Contractor shall host the solution in a cloud-based environment that shall be authorized by Federal Risk and Authorization Management Program (FedRAMP) prior to production go live. Any software proposed as part of the solution hosted in the cloud shall also be FedRAMP authorized prior to production go live. The entire solution must be compliant with the provisions of the Federal Information Security Modernization Act of 2014 (FISMA). Contractor shall demonstrate that the currently available software proposed meets or exceeds all functional and system requirements found in **Attachment 8 (Vendor Fit Gap Template)** to this RFP, noting that USAC does not intend to customize any COTS products that are part of the solution. Contractor shall provide the licenses, and provide system operations and maintenance support.

## 1.1 **Background**

USAC is the administrator for the Federal Communications Commission (FCC) universal service programs. The goal of the universal service programs is to ensure that all Americans have access to robust, affordable broadband and voice services. USAC administers the Universal Service Fund (USF) under the oversight of the FCC, consistent with section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254; Part 54 of the Code of Federal Regulations; orders, written directives, and other instructions promulgated by the FCC; and other laws as applicable, including government and FCC accounting requirements. As part of its duties and subject to the FCC's rules and oversight, USAC bills contributors to the USF, collects USF contributions, and disburses universal service support payments through the following four programs:

1. The High Cost Program: provides support for connectivity in rural and underserved communities
2. The Lifeline Program: provides support to low-income consumers
3. The Rural Health Care Program: provides support for rural health care providers; and
4. The E-rate Program: provides support to eligible schools and libraries and a consortia of eligible schools and libraries.

Programs are subject to change based on FCC mandate, executive orders or congressional appropriations.

The subject of this RFP is the USAC financial operations system. USAC's financial operations system includes two independent general ledgers with differing fiscal years. The general ledger system for the USF captures financial transactions on a fiscal year basis (October 1 – September

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<sup>1</sup> See <https://tfm.fiscal.treasury.gov/v1/p6/v1p6c950.pdf>

30) in compliance with generally accepted accounting procedures for federal agencies (GovGAAP). The general ledger system for USAC captures financial transactions related to administering the USF programs on a calendar years basis (January – December) in compliance with generally accepted accounting principles (GAAP) applicable to not for profit entities. Both general ledgers are kept in Microsoft Dynamics Great Plains (GP). Various transactions and information come from the multiple program systems into GP. In **Attachment 12 (Future State Vision)**, USAC provides information on all of these feeder systems and technologies. USAC also describes a target architecture that leverages its Enterprise Data Warehouse as middleware between the feeder systems and the ERP to minimize interface development.

There are expected to be six (6) phases of work to complete the Solution. Each stage of work will be referred to a “Release Phase.” USAC will have the option to use the Contractor, use another entity, or not move forward with each Release Phase beyond the initial Release Phase. The initial Release Phase will be to implement the USF General Ledger (GL) into the Solution, replacing GP and its current accounts receivable (AR) and accounts payable (AP) functionality for the USF (GP will remain operational for USAC until Release 6). USAC desires for this initial release phase to be completed within nine (9) months from executing the contract, but looks to the Contractor to propose a schedule that will ensure successful delivery against the requirements. In following optional Release Phases, USAC will leverage the Solution to add functionality. This functionality includes processes currently conducted in systems outside of GP, but that should be handled by the Solution. USAC financial processes will be addressed after the desired USF functions are captured by the Solution. USAC has created a notional descriptions of releases and guiding principles to inform timing and sequence of releases in **Attachment 12 (Future State Vision)**. Release Phases may overlap with one another. USAC will need operations and maintenance support (O&M) for the Solution beginning with acceptance of all work associated from the initial Release Phase.

## 1.2 Goals

The goals and objectives of this project are to:

1. Develop and implement a Solution that meets the core requirements of a traditional consolidated business/ financial system, and meets USF (budgetary) and USAC (proprietary) specific functional requirements.
2. Add incremental capability enhancements that achieve a comprehensive enterprise vision for finance. Maintain current capabilities while addressing systems gaps. Leverage user-centric solutions and digital capabilities.
3. Develop a platform for growth of USF program size and complexity. Enable a financial system to address current growing pains associated with complex calculations and review processes associated with changing regulatory requirements and prepare USAC for continued, sustainable operations that allows the company to scale efficiently to meet changing program needs.
4. Deliver consistent information to drive decision-making. Establish an end-to-end solution that provides timely, accurate, and consistent information to drive more insightful decision-making, knowledge sharing, and knowledge transfer across the enterprise.

5. Enable an efficient and accurate close process. Drive down operational costs by leveraging technology-enabled processes, automation, and standardized integrated processes. Ensure USAC can prepare accurate and timely financial statements and meet internal and external reporting requirements.
6. Reduce operational risk and eliminate manual transactional processing. Improve functionality, speed, accuracy, and ease of use for users.

### 1.3 Company Profile

USAC is a not-for-profit Delaware corporation, which works under the oversight of the Federal Communications Commission (FCC). USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government. The Contract that may be awarded as a result of this RFP will not be a subcontract under a Federal prime contract.

USAC does, however, conduct its procurement activities 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. Additionally, any confidential or proprietary information received from or disclosed by Contractor to USAC is subject to disclosure under the Freedom of Information Act. Information systems at USAC, including the solution proposed by the Contractor, must be compliant with (FISMA) security requirements as a system managing Federal Funds and interfacing with Department of Treasury systems.

### 1.4 Place of Performance

- A. All required Contract Services, must be performed within the United States at either USAC's headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005 (USAC Headquarters), virtually, or such other location as USAC may approve in its sole discretion.
- B. A Contract Kick-off Meeting may be held at USAC Headquarters or virtually. Status and other meetings may be held telephonically or in person, at USAC's discretion. USAC will not reimburse Contractor for any travel related expenses for kick-off, status, and other meetings.
- C. Services requiring work at USAC Headquarters, will include appropriate work space and appropriate access to USAC's computer network. **NOTE: To access USAC IT Systems, Contractor must sign USAC's IT Security Rules of Behavior Form and complete mandatory IT Security and Privacy Awareness Online Training. Contractor may be required to complete Role-Based Privacy Act Training if accessing USAC information systems designated as federal system of records (i.e., National Verifier and NLAD).**
- D. Status update meetings and other meetings may be held virtually, except to the extent that USAC or the Contractor requires in-person presence and in accordance with USAC and Contractor Continuity of Operations Plan (COOP). While attending USAC Headquarters for

meetings or to conduct audits, Contractor staff will be considered as visitors. All visitors are required to complete USAC's Visitor Form, [USAC Visitor Form](#), and wear a badge while on premises. The Contract kick-off meeting and all in-person meetings will be held at USAC Headquarters or other reasonable locations designated by USAC. Contractor may also be required to attend meetings at the FCC Offices located at 445 12<sup>th</sup> St SW Washington, DC 20554.

- E. Upon written request by USAC, Contractor shall provide a COOP including business continuity plans, disaster recovery plans, emergency operations plan and procedures, and associated plans and procedures in the event performance must be conducted virtually.

## 1.5 Confidentiality

This RFP and any resultant contract is subject to the terms found in **Attachment 7 (Confidentiality Agreement)** to this RFP, which must be executed by offeror and submitted along with any proposal to this RFP.

## 2 CONTRACT / PRICING STRUCTURE

### 2.1 Definitions

- A. Contract Term means the period of time encompassing the Initial Term and any Optional Future Release Terms and Optional Maintenance Terms. Unless USAC opts to extend any Initial Term or Optional Maintenance Term for up to three (3) additional months, the Contract Term will not extend beyond six years and three months from contract execution.
- B. Enhancement means a modification to a prior Release Phase(s) that requires more than one sprint of three (3) weeks to deploy.
- C. Hosting means the infrastructure hosting and maintenance, which provides the servers upon which the Solution will be installed, and maintains the servers, databases, and code. This includes activities around platform administration, security patches, property changes, product patch deployments, system upgrades, and disaster recovery testing and backups.
- D. Initial Term means the period of time from the Effective Date of the Contract for twelve (12) months. The initial term includes the implementation of Release Phase 1 and applicable Licensing and Hosting.
- E. Licensing means to procure, provide, and keep updated the software licenses for cloud services required for the operation of the Solution, including all environments, data, and support services.
- F. Maintenance Services means the operation and maintenance of the software/application such as system monitoring, issue resolution, application administration including upgrade support, and helpdesk services.

G. Optional Future Release Phase means the period of time stated in an executed Statement of Work for Contractor to perform the work associated with a Release Phase. USAC may, at its option and in its sole discretion, enter into an Optional Future Release Phase with Contractor. USAC shall have up to five (5) Optional Release Phases.

H. Optional Maintenance Term means the period of time that USAC may obtain Maintenance Services, or extend the Hosting and/ or Licensing pursuant to **Attachment 11 (Statement of Work)**. USAC may, at its option and in its sole discretion, enter into an Optional Maintenance Term with Contractor. If USAC enters into additional Optional Maintenance Terms, the term shall run through December 31 of the applicable year. USAC shall have up to five (5) Optional Maintenance Terms.

I. White Paper means vendor generated reports used to inform USAC's implementation decision making, such as analysis of alternatives, best practices, and other vendor recommendations.

## **2.2 Single Contractor**

USAC intends to award a contract to a single contractor. The Contractor must be willing to enter into a contract with USAC for a term of multiple years, with no pricing structure increases during the term of the agreement. Prospective contractors shall include a cost breakdown of any software, hardware, and services required to implement and maintain the proposed solution. If product licensing is to be involved, contractor must indicate consequent ongoing costs such as maintenance, support, et al., over the course of a maximum of five (5) years. Contractor may, during the life of the contract, offer lower pricing if and when opportunity and circumstance so permit.

## **2.3 Contract Term**

The Contract Term shall be an initial term of 12 months, followed by five (5) 12 month option years. During the Initial Term, Contractor will develop and implement Release Phase 1, and provide 105 days after completion of Phase 1 as a "Trial Period" to ensure the system is working as designed in the production environment. Contractor shall develop and implement Phase 1, in accordance with **Attachment 8 (Vendor Fit Gap Template)** and **Attachment 11 (Statement of Work)**. Contractor shall develop and implement the Optional Release Phases and applicable Licensing and Hosting, Optional Maintenance, Optional Enhancements, and Optional White Papers as directed in writing and at the sole discretion of the USAC Procurement Department, in accordance with **Attachment 8 (Vendor Fit Gap Template)** and **Attachment 11 (Statement of Work)**. After the Initial Term, USAC may opt to extend the Initial Term for up to three (3) months.

## **2.4 Licensing and Hosting.**

During the Initial Term, Contractor shall procure and provide licenses to develop, test, and operate the Solution, and provide cloud-based hosting of the Solution.

USAC may, at its option and its sole discretion, extend the Licensing and Hosting beyond the Initial Term by exercising an Optional Maintenance Term. USAC must notify Contractor in a signed writing of its intention to exercise such an Optional Maintenance Term no later than ninety (90) days prior to the expiration of the Initial Term or Optional Maintenance Term. It is essential that any and all ERP functionality, workflows, operational rules, role/licensing structure, hosting, and assignment (list not exhaustive) remain fully transferrable to USAC at any time during the course of the Agreement.

## **2.5 Release Phases.**

USAC may, at its option and in its sole discretion, exercise one or more Optional Future Releases in order to implement future Release Phases. Such option may be exercised by USAC in its discretion on one or multiple occasions for all or part of the remaining five (5) optional Future Release Phases. During the planning for the future phases, USAC, in its reasonable discretion, will specify the requirements in a statement of work for such future phase that Contractor shall carry out as part of the future phase implementation services. USAC may, in its reasonable discretion, modify such plan for any future phase.

USAC must notify Contractor in a signed writing of its intention to exercise an Optional Future Release Phases, during the Initial Term, no later than thirty (30) days prior to anticipated start date. Upon such notification, USAC and the Contractor will prepare a plan outlining the timeline, dependencies, estimated resource needs and responsibilities of all parties to the applicable Phase, including the firm-fixed price for the phase.

USAC shall have the right, in its sole discretion, to specify the applicable future Release Phases; provided, however, that USAC may, at its option, redirect Contractor to a different future phase than those originally identified and Contractor shall comply with such redirection.

## **2.6 Enhancements.**

USAC may, at its option and in its sole discretion, execute an option for an Enhancement. USAC may require Enhancements to the Solution based on new business needs, including but not limited to, federal regulatory and FCC orders changes. Application enhancements may be requested in response to changes and additions in USAC business requirements. The Contractor shall assist in requirement analysis, designing, developing, testing, and implementing Enhancements. Modifications or changes to system that require no more than a three (3) week sprint implementation time shall be part of Maintenance Services.

## **2.7 Maintenance Services.**

USAC may, at its option and in its sole discretion, execute an Optional Maintenance Term in order to receive Maintenance Services in accordance with **Attachment 11 (Statement of Work)**, including, but not limited to, providing updates to the Software in the Solution. USAC must notify Contractor of its intention to exercise an Optional Maintenance Term at least ninety (90) days prior to the end of the Initial Term or then current Optional Maintenance Term. In the event that USAC does not exercise its option for an Optional Maintenance Term, Contractor, pursuant to the Contract, shall cooperate with USAC and promptly take all steps required to assist USAC in independently procuring Third Party Software, including resale of

Third Party Software in the event Contractor acts as a reseller of Third Party Software or extension or assignment of software licenses to the extent applicable and permitted by their terms. Contractor represents and warrants to USAC that all Third Party Software used as part of the Solution is commercially available as of the Effective Date, and also as of the Effective Date, Contractor has no reason to believe that such Third Party Software will become unavailable in the future except in the event of bankruptcy, insolvency, or discontinuation of product offerings. Contractor hereby acknowledges and agrees that USAC may independently procure/license any Third Party Software used as part of the Solution identified in Contractor's proposal. Should transition activities not be concluded to the satisfaction of USAC prior to the end of the Initial Term or then current Optional Maintenance Term, USAC may, at its option and in its sole discretion request Contractor to continue providing support for transition activities for up to an additional term of three (3) months at a price that reflects the pro-rated agreed upon annual fixed pricing.

## **2.8 White Papers**

USAC may, at its option and in its sole discretion, execute an option in order to request Contractor compile an authoritative report that informs USAC, concisely, regarding complex ERP and ERP implementation subject matter and recommendations (White Paper). Contractor shall provide up to five (5) papers for the Contract Term.

## **2.9 Pricing**

USAC anticipates that the Contract will have a hybrid fee structure of firm fixed price (FFP) and time and materials (T&M) as described below, with an overall not-to-exceed (NTE) price for the full Contract Term. T&M rates will be based on Contractor proposed rates.

In order to obtain the best value for USAC, USAC requests that bidders provide pricing in accordance with **Attachment 1 (Bid Sheet)**. Bidders are encouraged to present additional creative pricing options, along with any assumptions, that may prove best value for USAC.

### **Contract Project Management**

For the Initial Term, each Optional Future Release, and Optional Maintenance Terms, Contractor shall provide Project Management at a FFP. Project Management includes any costs associated with **Attachment 11 (Statement of Work)**, Section 1.2.1 and shall align with the Project Management Institute's Project Management Body of Knowledge (PMBOK) (*6th edition or latest published version*).

### **Licensing and Hosting**

For the Initial Term, Contractor shall procure and provide licenses to develop, test, and operate the Solution, and provide cloud-based hosting of the solution at a FFP.

Contractor will provide a FFP for Licensing and Hosting for each Optional Maintenance Term by year in its proposal.

### **Release Phase**

Each Release Phase will be developed and implemented at a FFP. At the time of contract execution, the FFP for Release Phase 1 will be established. The FFP for each Optional Release Phase will be established at the time the option is executed. While each additional Release Phase

will have a FFP at the time the Optional Future Release Phase Term is executed, Contractor's proposal must include a total estimated implementation price for each Release Phase based on the requirements captured in **Attachment 8 (Vendor Fit Gap Template)**.

#### **Enhancements**

Contractor will provide a FFP for up to five (5) Enhancements based on the assumption that each Enhancement will have a medium level of complexity and cover two (2) sprints over six (6) weeks.

If USAC requires additional Enhancements, such Enhancements will be prepared on a T&M basis at the labor rates Contractor has provided.

Any work that requires less than one (1) sprint over three (3) weeks shall be considered part of Maintenance Services.

#### **Maintenance Services**

Contractor will provide a FFP for Maintenance Services by year for each Optional Maintenance Term in its proposal.

#### **White Papers**

Contractor will provide a FFP for up to five (5) White Papers during the Contract Term. If USAC requires additional White Papers, such White Papers will be prepared on a T&M basis at the labor rates Contractor has provided.

### **2.10 Service Level Credits**

USAC anticipates attaching service level credits of at least five percent (5%) of fees for failing to reach agreed upon goals for any critical service levels (i.e. CSLAs) within each billing period. Details of service level credits and definitions of service levels are defined in **Attachment 5 (SLA Template)**.

### **2.11 Award Fee Incentives for Quality Performance**

For each Release Phase, the total FFP will be allocated across milestones set by USAC and proposed by Contractor and agreed upon at contract signing in accordance with **Attachment 1 (Bid Sheet)**. USAC will pay 85% of the FFP upon acceptance of each Milestone. Fifteen percent (15%) of the applicable FFP at each Milestone (the "Award Fee") will be at-risk.

### **2.12 Award Fee Acceptance Criteria**

USAC will determine the amount of the Award Fee payable to Contractor for any given Milestone as described below.

**Adherence to Schedule (40%):** This will measure Contractor's ability to meet the agreed upon Milestone. Each day late will decrease the Award Fee by 1/20, such that after 20 days or more post-due date no fee will be awarded from the 40% applicable. In the case of delays caused by USAC or other parties, Contractor's performance will be based upon agreed upon revised Milestone deadlines.

**Technical Quality (40%):** While USAC will only accept a Milestone that ultimately meets its requirements, USAC will evaluate the quality of materials provided to USAC for review, and the

extent to which USAC resources had to be deployed to correct quality issues along the way. This includes but is not limited to the level of editing that USAC had to perform so that documentation would reach an acceptable state, the number of defects identified by USAC or other third parties that could have been identified by Contractor’s own testing, or the amount of retesting that USAC must conduct to confirm acceptance of the Milestone. The percentage of Technical Quality Award Fee paid to Contractor will be determined via survey results from targeted users. The survey will give Contractor a score from 1 to 5. Scores will be averaged across target users. Payout of the applicable percentage of the Award Fee will then be according to Table 1 below.

Program Management (20%): This will measure Contractor’s ability to keep the Release Phase project plan on track (regardless of whether the final Milestone deadline was met). This considers delayed subtasks that put pressure on deadlines or required USAC resources to work under compressed timeframes to assist in catching up. This includes Contractor’s communication to provide prompt information on status, risks, and mitigation strategies, as well as their professionalism in dealing with USAC and other stakeholders. The percentage of Program Management Award Fee paid to Contractor will be determined via survey results from targeted users. The survey will give Contractor a score from 1 to 5. Scores will be averaged across target users. Payout of the applicable percentage of the Award Fee will then be according to Table 1 below.

<b>Table 1 – Technical Quality and Program Management Award Fee Payout Calculation</b>	
<b>Score</b>	<b>Award Fee payout percentage</b>
>=4.5	100%
4<4.5	90%
3<4	60%
2<3	30%
<2	0%

Contractor shall propose survey questions for USAC’s consideration. Survey questions for the first Milestone of the first Release will be provided within five days of the Effective Date of the Contract. Survey questions for later Milestones of the first Release and future Releases will be provided three weeks prior to the start of the Milestone.

USAC expects Contractor to use its best efforts at all times to mitigate any risks to the Milestone deadlines.

The final three Milestones for the First Release Phase are identified below. The TBD dates and descriptions of any earlier Milestones should be proposed by Contractor as part of its RFP response and agreed to by USAC and Contractor as part of the Contract. Examples of potential Milestones include design, development, or interim releases. However, Milestones and details of the Deliverables at each Milestone should be tailored to Contractor’s planned approach to solution development. Contractor should outline specific Milestones and detailed Deliverables for each Milestone (including training for external partners) in the technical approach of the RFP response.

<b>Milestone</b>	<b>Date</b>	<b>Percentage of total Award Fee applicable to Milestone</b>
2-4 interim milestones proposed by Contractor	TBD	40% spread across milestones
User Acceptance Testing	TBD	25%
Go Live Date	TBD	20%
Trial Period	105 days after Go Live	15%

### 2.13 Roles and Responsibilities

**Attachment 12 (Future State Vision)** describes in detail the roles and responsibilities of the parties involved: USAC, Contractor, and USAC’s existing contracted PMO vendor. At a summary level, USAC will manage and oversee the entire ERP implementation effort. The PMO vendor will design the functional operations model and capture requirements, track the overall integrated ERP project schedule and risks, and conduct change management activities. The software integrator will develop the solution to meet the requirements, handling the full SDLC, and project manage its own work in support of overall ERP project schedule. The software integrator will take the lead on activities to assist USAC with the identification, documentation, and management of requirements to meet project objectives and provide end-to-end traceability of all requirements, to include facilitating requirements sessions to refine the requirements, developing and maintaining requirements documentations (i.e., RTM, functional requirements documentation, etc.). The software vendor will provide licensing and support agreements, and will be consulted to provide system functionality and architecture insights. Other third parties will be responsible for components of this project from time to time to perform various independent assessments and tests of the solution. Once operational, USAC will oversee the O&M activities of Contractor by monitoring the agreed upon SLAs in **Attachment 5 (SLA Template)**, and through regular interactions with key personnel. As identified in **Attachment 4 (Master Services Agreement)**, only USAC can accept the deliverables of Contractor, and may inspect, test, and require revisions to deliverables until they meet the established standards and criteria.

### 3 **SCOPE OF SERVICES**

The Scope of Services can be found in **Attachment 11 (Statement of Work)**.

### 4 **MEETINGS**

#### 4.1.1 **Project Kick-off Meeting**

Contractor shall schedule, prepare an agenda and coordinate a Project Kick-Off Meeting to be held at USAC's offices within five (5) calendar days of execution of the Contract. USAC may include any additional items on the agenda it deems necessary. The Project Kick-Off Meeting is intended to serve as an introduction between Contractor, Contractor's personnel that will perform the services set forth herein, and USAC personnel who will be involved with the project. The meeting shall provide the forum to discuss the project, approach and schedule, technical or business questions, project roles, responsibilities of the respective parties, and any project communications. Attendees at this meeting shall also include Contractor's Proxy Product Owner and all Key Personnel, USAC's technical representatives, and any other attendees designated by USAC, including key representatives from the FCC. USAC will not reimburse Contractor for any travel related expenses.

#### 4.1.2 **Monthly Steering Committee**

Contractor shall schedule, prepare an agenda and coordinate monthly meeting with USAC / FCC governance body (likely containing Executive leadership, USAC CFO, USAC CIO, and FCC representatives). Meetings should include project status updates, product demos, a summary of challenges experienced by Contractor in performing its duties, including alternative strategies for accomplishing its tasks, as appropriate.

#### 4.1.3 **Regular Sprint Reviews**

Contractor shall report on progress and percentage completion of sprint deliverables (e.g., stories) after each sprint to the USAC project management team. USAC and Contractor will collaborate on planning deliverables for next and future sprints as solution is developed. Code demos are expected at the end of each sprint.

### 5 **OPERATIONS**

#### 5.1 **Responsibilities and Requirements of Contractor**

The primary responsibilities and requirements of Contractor are identified below.

- A. Contractor and its reviewers, staff and employees working on the USAC account shall be located within the United States.

- B. Contractor shall operate its facility in accordance with all federal and state laws and regulations, to include compliance with any accessibility-related requirements (e.g., Section 508 compliance).
- C. Contractor shall be responsible for all work performed by any subcontractors.
- D. Contractor shall ensure that the following are reported to USAC and included in any invoice:
  - 1. Name and address of Contractor;
  - 2. Invoice date, number and period of performance;
  - 3. Contract number
  - 4. Name and address of official to whom payment is to be sent or to notify in event of invoice or payment issues; and
  - 5. Any other substantiating documentation or information as reasonably required by USAC.

## 6 **PERFORMANCE**

### 6.1 **Performance Standards**

USAC expects Contractor to perform to a high standard and deliver work of consistently high quality. In order to ensure that Contractor meets USAC's expectations, USAC intends to measure Contractor's performance against a variety of Service Level Agreements (SLAs). The proposed SLAs are listed in **Attachment 5 (SLA Template)**.

### 6.2 **Continuous Improvement Standards**

The primary continuous improvement (CI) responsibilities and requirements of Contractor are identified below.

- 6.2.1 Contractor shall stand up a CI team with clear governance for the entire CI process, as agreed to by USAC.
- 6.2.2 Contractor shall stand up a process to collect feedback from key external stakeholders to be approved by USAC before launch.
- 6.2.3 Contractor shall facilitate alignment among internal stakeholders at USAC on CI objectives.

- 6.2.4 Contractor shall define and quantify expected and measurable quality and efficiency benefits of improvement initiatives.
- 6.2.5 Contractor shall set up regular monthly meetings to review the improvement initiatives and their measurable impact.
- 6.2.6 Contractor shall assess the initiatives and plan for the implementation of selected initiatives.
- 6.2.7 Contractor shall track and publish the measured impact of implemented initiatives to USAC.

## 7 **SECURITY**

### 7.1 **Data Safeguards**

In providing the Services, Contractor shall conduct itself in a manner that safeguards USAC Data against destruction, loss, damage, corruption, alteration, loss of integrity, commingling, or unauthorized access or Processing (the “Data Safeguards”), which Data Safeguards shall be no less rigorous than the most protective of (a) the requirements of applicable Law; (b) the specific standards set forth in this Article 17; (c) the applicable USAC Standards relating to data security (including such standards and procedures relating to quality, change, and problem management, safety, data privacy and data security, and disaster recovery), as set forth in **Attachment 10 (Confidentiality and Security Procedures)**. Each Party shall designate an individual responsible for coordinating data security related matters for such Party, who will be the primary contact person of such party for all data security related matters under the Contract.

### 7.2 **FedRAMP Accreditation**

Contractor shall host the solution in a cloud-based environment that shall be authorized by Federal Risk and Authorization Management Program (FedRAMP) prior to production go live. Any software proposed as part of the solution hosted in the cloud shall also be FedRAMP authorized prior to production go live. The entire solution must be compliant with the provisions of the Federal Information Security Modernization Act of 2014 (FISMA). Contractor shall provide documentation and proof of certification by the Federal Risk and Authorization Management Program (FedRAMP), for use at a moderate risk for the proposed solution set, prior to production go live. If FedRAMP authorization at the SaaS level has not been obtained, offeror must indicate current status in obtaining FedRAMP authorization at the SaaS level (e.g., authorization level being pursued, date of application submission, target date for obtaining authorization). USAC reserves the right to inspect the ATO notice for services certified by the FedRAMP Joint Accreditation Board (JAB) or the complete package of documents for those with agency accreditations. To demonstrate compliance, Contractor shall provide FedRAMP Security Authorization Package, to USAC to include (but not limited to): System Security Plan (SSP), Security Assessment Report (SAR), Plan of Action and Milestones (POA&M), Authority to Operate (ATO) Authority Official signed Memo, Contingency Planning (CP) documentation,

and Continuous Monitoring Plan. Contingency Planning (CP) documentation to include (but not limited to): Information System Contingency Plan (ISCP), Business Continuity Plan (BCP), Business Impact Analysis (BIA), and Continuity of Operations Plan (COOP).

### **7.3 Personally Identifiable Information (PII)**

Contractor's information systems, applications and processes shall be approved by USAC's Security Team. Contractor shall write, review, and update an assessment of all applicable Federal mandates, including, but not limited to FISMA and NIST SP 800-53 Rev. 5 or latest version (Security and Privacy Controls for federal Information Systems and Organizations), including Appendix J, NIST privacy controls – or the most current revisions of the aforementioned documents, to ensure adherence to NIST, FISMA, OMB, FCC, USAC, and other industry-accepted standards. Data and documentation collected will include personally identifiable information (PII), including names, addresses, email addresses, phone numbers and commercial banking information and other confidential business information. PII shall be protected in accordance with all federal and USAC requirements, including, but not limited to, the most current revision of the following: OMB Circular No. A-130, OMB Memoranda M-06-16 and guidance from the NIST, including NIST SP 800-53 Rev. 5 or latest version (Security and Privacy controls for Federal Information Systems and Organizations) and NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information) – or the most current revisions of the aforementioned documents. All privacy and/or security-related incidents including, but not limited to, the disclosure of PII, shall be tracked in accordance with policy standards as outlined in the Incident Response (IR) controls documented in NIST SP 800-53 Rev. 5 or latest version and NIST SP 800-61 and consistent with the requirements of OMB Memoranda M-17-12 – or the most current revisions of the aforementioned documents. The Incident Response Plan (IRP) shall include reporting to USAC's Privacy Officer and to USAC's Director of Information Security or designated representative within one (1) hour of any breach or suspected breach of PII. Failure to notify USAC's aforementioned representatives will result in USAC receiving a service level credit outlined in Attachment 5, which will be provided in the Reading Room.

### **7.4 Encryption and Secure Storage**

Contractor shall ensure that USAC Data, Confidential Information, and PII are encrypted at all times in accordance with Federal Information Processing Standards (FIPS) 140-2 standards. This encryption requirement includes both Data at Rest (i.e., stored on a hard drive, CD, DVD, thumb drive, etc.) and Data in Transit (i.e., via email or other electronic means). Any PII that is retained in any formats must be stored in a secured location and with limited access. The standard for disposal of PII requires practices that are adequate to protect against unauthorized access or use of the PII, including at minimum shredding or burning papers containing PII and securely erasing (using U.S. Department of Defense standards or the equivalent) electronic files and other media containing PII.

## 7.5 Contractor Vulnerabilities

Contractor shall address vulnerabilities in accordance with NIST vulnerability management controls. Contractor shall address vulnerabilities in the applicable timeframes set forth in such policies. Contractor shall provide a monthly vulnerability report and a risk mitigation plan to address any identified vulnerabilities. Critical and high vulnerabilities shall be reported to the USAC Chief Information Security Officer (CISO), or designee, and mitigated within thirty (30) days of being identified. In the event that Contractor cannot meet the applicable timeframe, Contractor shall provide USAC a plan of action and develop milestones to address such vulnerabilities promptly, and shall prioritize remediation based on the risks implicated by such vulnerabilities. Failure to meet the applicable timeframe will also result in USAC receiving a service level credit outlined in Attachment 4, which will be provided in the Reading Room.

## 7.6 Further Requirements

Contractor's Services, and Contractor's applications, processes and systems used in the provisioning of Services, shall be approved by USAC's IT Security Team and shall comply with FISMA, NIST, and OMB requirements.

## 7.7 Notification and Assistance

Contractor shall cooperate with USAC in any litigation and investigation against third parties deemed necessary by USAC to protect USAC Data, other USAC Confidential Information and/or PII. Each Party will bear the costs it incurs as a result of compliance with this Section.

# 8 INSTRUCTIONS AND EVALUATION CRITERIA

## 8.1 Contract Terms and Conditions Sheet

The Contract awarded as a result of this RFP will be governed by, and subject to, terms and conditions closely based upon the Terms and Conditions Sheet set forth in **Attachment 4 (Master Services Agreement)** and all attachments herein. Offeror's submission of a proposal constitutes its agreement to the Terms and Conditions Sheet and their precedence over any other terms, requirements, or conditions proposed by offeror.

Offeror's proposal shall identify deviations from, or revisions, exceptions or additional terms (collectively "exceptions") to the Masters Services Agreement (Attachment 4) and to the Statement of Work (Attachment 11), but only if such exceptions are clearly identified in a separate **Attachment B** to Volume II, "Exceptions to RFP Terms and SoW." Proposals that include material exceptions to the Terms and Conditions Sheet may be considered unacceptable and render offeror ineligible for award unless the offeror withdraws or modifies any unacceptable exceptions prior to USAC's selection of the successful offeror for award. USAC will only review changes or additions to the Terms and Conditions Sheet 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 Sheet. The selected awardee will have two weeks to negotiate and finalize a contract closely based upon the Terms and Conditions Sheet. If the

contract is not finalized in those two weeks, USAC may revoke its offer of award select another awardee.

## 8.2 Period of Acceptance of Offers

Offeror shall ensure that its proposal remains 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:

- A. Concisely address USAC's requirements, as set forth in this RFP, and should not contain a significant amount of corporate boilerplate marketing information.
- B. Is submitted to USAC Procurement Department no later than **11:00 AM ET on April 11, 2022 ("Proposal Due Date")**.
- C. Is submitted in the form of one electronic copy submitted to [susana.iannino@usac.org](mailto:susana.iannino@usac.org) and [rfp@usac.org](mailto:rfp@usac.org). The subject line for all email communication related to this solicitation should **only** state the Solicitation Number of this RFP.

To be timely, offeror's proposal must be received by USAC by the proposal due date at the email address specified above. Any offer, modification, revision, or withdrawal of an offer received at the USAC office designated in the solicitation after the proposal due date and time is "late" and will not be considered by USAC, unless USAC determines, in its sole discretion, that circumstances beyond the control of Contractor prevented timely submission, consideration of the offer is in the best interest of USAC, or the offer is the only proposal received by USAC. Proposals, once submitted, cannot be withdrawn for 120 calendar days from the date specified for receipt of offers, except with the written consent of USAC.

## 8.3 Submission of Questions

USAC will only accept written questions regarding the RFP. All questions must be emailed to [susana.iannino@usac.org](mailto:susana.iannino@usac.org) and [rfp@usac.org](mailto:rfp@usac.org) no later than March 25, 2022, 11:00 AM Eastern Time (ET). USAC plans to post all questions and responses under this procurement on our website on April 4, 2022 4:00 PM ET.

## 8.4 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.

## 8.5 Documentation Requirements

Each document deliverable shall be submitted in an acceptable electronic unprotected format, using Microsoft® Excel, Microsoft® Word, Microsoft® Project Professional, PDF, or any other format that is mutually agreed upon by USAC and Contractor.

## 8.6 RFP Key Dates

DATE	EVENT
March 11, 2022	RFP Released
March 25, 2022	Questions Due to USAC by 11:00 AM ET at <a href="mailto:rfp@usac.org">rfp@usac.org</a>
April 4, 2022	Answers posted by USAC
<del>April 11, 2022</del> April 29, 2022	Proposal Due to USAC by 11:00 AM ET at <a href="mailto:rfp@usac.org">rfp@usac.org</a>
April 27—29, 2022 (and May 2 <sup>nd</sup> if required) May 18-20, 2022	Contractor Demos & Discussions
May 6, 2022 May 26, 2022	Final Proposal Revisions and Best and Final Offers Due by 11:00 AM ET at <a href="mailto:rfp@usac.org">rfp@usac.org</a>
TBD	Contract Negotiations
TBD	Anticipated Award Date

## 8.7 Contract Award

USAC will evaluate proposals and may award a contract resulting from this solicitation to the Contractor whose offer will be most advantageous to USAC. 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.

## 8.8 Identification of Confidential Information

Offeror's proposal shall clearly and conspicuously identify information contained in the proposal that Contractor contends is confidential information.

All deliverables submitted by Contractor to USAC are considered Confidential Information of USAC and are the sole property of USAC. USAC may use, copy, distribute or disclose the deliverables in its sole discretion.

## 8.9 Proposal Cover Page

Offeror must ensure that its proposal contains a cover page which includes the following information:

- A. The name of offeror's organization;
- B. Offeror's contact name;
- C. Offeror's contact information (address, telephone number, email address, website address);
- D. Offeror's DUNS number;
- E. The date of submittal;
- F. A statement verifying the proposal is valid for a period of 120 days; and
- G. The signature of a duly authorized offeror representative.

## 8.10 Proposal Content

A. Offeror's proposal shall be comprised of the following four (4) volumes. All text shall be 12 point font size, and page limits shall be followed as indicated. This size restriction will not apply to graphics and / or table; however, all text must be legible.

1. Corporate information (Volume I) – Limit to two (2) single-spaced pages, excluding financial statements
2. Offeror should provide a summary of any corporate information relevant to this RFP, which should include, at minimum:
  - a. Length of time in software development business
  - b. Place(s) of incorporation of business
  - c. Place(s) where offeror conducts business, including primary place of business
  - d. Percentage and number of relevant employees/contractors in the U.S. and any other countries
  - e. Number of intellectual property infringement suits brought against offeror in the last 5 years, including brief description of the nature and status of such disputes (*e.g.*, settled, under active litigation)
  - f. Recent financial statements, including:
    1. Audited balance sheet, cash flow statement and income statement for previous 3 fiscal years
    2. Quarterly financial statements prepared since previous year end financial statements

B. Technical (Volume II) – Word / page limits as indicated per section

1. Differentiators: Offeror shall provide a brief summary of its qualifications to undertake development of the ERP Financials solution including any unique differentiators. *This summary should be no more than 250 words.*
2. Summary of solution approach: Offeror shall submit a summary of the approach and schedule for implementation of the ERP Financials Solution. The approach shall include any and all tools that Offeror proposes to use to meet the requirements of this solicitation. Offeror shall propose a schedule that is best suited to meet the requirements of this solicitation, and that includes all the releases of implementation, hosting/infrastructure deployment, interface/integration to existing legacy systems, project management activities, and training activities. *This summary should be no longer than ten (10) single-spaced pages of text including any diagrams.*
3. Compliance with functional and system requirements: Using Attachment 8 (Vendor Fit Gap Template), Contractor shall indicate whether the tool will meet each requirement (1) Out of the box (OOTB); (2) with extension or bolt-on tool; (3) with configuration; (4) not available; or (5) other. Contractor will consider that USAC does not intend to customize any COTS products that are part of the solution. For any item where Contractor would

require an extension or bolt-on tool, Contractor will describe this in the comments column of the template. For any item where Contractor will mostly comply or will not comply with a functional or system requirement, Contractor shall include notes indicating which aspects of the functional or system requirement Contractor will not comply with. Contractor should include brief explanatory notes indicating how Contractor will comply / will mostly comply with requirements if not clear from summary of solution approach (Section 6.9.2.2), at a high level.

4. Term Sheet and SOW response: Offeror shall include a markup of **Attachment 4 (Master Services Agreement)** and **Attachment 11 (Statement of Work)** attached hereto as, showing any proposed modifications in track changes format.
5. Key Personnel dedicated to Contract: As part of its RFP response, offeror shall provide resumes for each of its Key Personnel, including all roles listed in **Attachment 6 (Key Personnel)**. Contractor shall ensure that each Key Personnel is listed as fully dedicated to the project or with the percentage of expected dedication. The resume must set forth the years of relevant experience and other material information regarding each Key Personnel. *Limit each resume to 2 single-spaced pages.*

If offeror, at time of proposal and/or 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.

6. Technical prompts: In addition to the responses listed above, offerors shall provide short responses to the following questions, abiding by indicated word count limits:
  - a. What would be your proposed collaboration approach and working model for ensuring USAC is sufficiently involved in design, implementation and integration of the Solution to prevent surprises in performance and facilitate sufficient knowledge transfer so that the build will be sustainable over the long-term for USAC? Please describe if most development will be located near the USAC office. If not planning for most development to be located near the USAC office, please include any relevant information on collaboration tooling (e.g., videoconferencing, screen sharing, IM). *(300 word limit)*
  - b. Please include information on your SDLC or development approach and what this means for the USAC team. How would solution development within your team be managed through meetings, personnel leadership, and delivery metrics? How would your team coordinate with USAC's Business Users and IT Teams to define business requirements and ensure high program integrity, program success, and stakeholder needs are met? How do you ensure that applications are developed/configured in accordance with required security standards? Please include how you would demo that the functional requirements are met to USAC's satisfaction. *(400 word limit)*

- c. IT Security: Documentation demonstrating the offeror's current FEDRAMP authorization level for the proposed solution set (including amount of time at current FedRAMP level). Provide validation of the FISMA ratings for the proposed solution obtained from previous federal agency implementations. Provide High Level Security Management Plan for managing the security process and implementing federal IT security standards for the ERP solution and hosting platform. *(200 word limit)*
  - d. What is your staffing model to surge resourcing as needed (e.g., % subcontracted vs. internal, what location are staff pulled from) to ensure on-time delivery? Please provide instances where you were able to significantly surge development staff with numbers of staff added vs. base effort. *(250 word limit)*
  - e. What would be your engagement plan for internal stakeholder training to ensure effective usage of the Solution? Please include details that went into your cost estimates for this deliverable regarding how many trainings for how many people in which kind of format. *(250 word limit)*
  - f. What (physical and/or logical) security measures are in place at the facilities in which you plan to work? *(200 word limit)*
  - g. In the Award Fee approach, fee is at risk for schedule performance (**Attachment 1 (Bid Sheet)**). Please provide a table highlighting ranges of schedule performance (i.e., delivery timeliness) and the relevant fee/score ranges you would propose be attached to each range of schedule performance. *(no more than ½ a page)*
  - h. Five percent credits will be due to USAC for failure to meet Service Level Agreements. Using **Attachment 5 (SLA Template)**, please provide the SLA that Contractor will meet (equal or better than USAC's proposed metric), an explanation of any USAC proposed metric that cannot be met, and the proposed methodology for calculating the credit if the SLA is not met.
7. Facilities Information: As part of its RFP response, offeror shall describe each facility from which it intends to provide services, including the location, approximate number of people who will provide services from that location and other relevant information. *(200 word limit)*
- C. Performance information (Volume III) – Limit to ten (10) single-spaced pages including diagrams
- 1. Offeror shall describe three (3) to five (5) examples of similar-sized software development projects that offeror has undertaken in the past five (5) years. It is expected that the Key Personnel provided according to Section 6.9.2.5 (at least the proposed Project Manager, Solution architect, and Technology Architect) will have been heavily involved in at least two (2) of the provided examples of past performance.

2. Offeror shall provide a mock-up (e.g., screenshots, supporting documents), project timeline, and cost breakdown of one example of actual implementation and configuration of the proposed core solution (i.e., an anonymous use case – can be taken from the same set of 3-5 examples requested above).
3. Offeror shall provide three (3) references for whom offeror provided similar federal government related services in the past five (5) years, including contact information for offeror’s point of contact. If required by a reference, offeror shall provide written permission for a reference to discuss its performance with USAC.
4. USAC will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past performance questionnaire to the contacts identified in the offerors proposals. Although USAC will follow-up with the contacts, the offeror, not USAC, is responsible for ensuring that the questionnaire is completed and returned by the specified date in USAC’s transmittal. If USAC is unable to reach or obtain a reference for the project, USAC may not consider the contact in an evaluation of past performance.

#### D. Price proposal (Volume IV)

This volume must include:

1. Cover Page. A cover page, as outlined above.
2. Pricing Information.
  - a. Completed pricing information in the format of **Attachment 1 (Bid Sheet)**.
  - b. The firm fixed price should be *fully burdened* and must include wages, overhead, general and administrative expenses, travel, taxes and profit.
  - c. Where Contractor proposes an alternate strategy or level of service than USAC requires, it must complete a bid sheet for the USAC required level of service separately from a bid sheet for the Contractor proposed level of service, and clearly document the assumptions used. For example, if Contractor proposes more aggressive SLAs than USAC captured in Attachment 5 (SLA Template), or if Contractor anticipates a data conversion strategy that differs from USAC’s notional vision in Attachment 12 (Future State Vision).

#### 8.11 Evaluation Criteria

USAC will award a contract resulting from this solicitation to the responsible contractor whose offer conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to compare offers and select the contractor – Technical, Past Performance and Price. When

combined, the Technical and Past Performance factors are significantly more important than Price. Additionally, offeror response to the Term Sheet and associated shift in risk to USAC will be included in overall evaluation.

- A. **Tool / Solution Fit Gap:** Tool must meet Federal Financial Management System Standards out of the box, and provide coverage of functional requirements as demonstrated in **Attachment 8 (Vendor Fit-Gap template)**, with close alignment to guiding principles (*e.g.*, cloud platform with scalable architecture, security requirements, etc.).
- B. **Technical:** The technical sub factors listed below:
1. **Technical Approach:** Sophisticated specifications for core components of the system (FFP components). During evaluation (*i.e.* in-person discussions), USAC will likely require a demonstration of a proposed core solution in accordance with USAC requirements.
  2. **Experience:** Capability of offeror to deliver the proposed solution and applicable technologies/tools, its ability to flex labor capacity as needed, and its UAT reach across key stakeholders.
  3. **Key Personnel:** Evidence of applicable skills, whether the individuals have done similar work and if the team has worked together on prior engagements.
  4. **Deliverable Planning:** High level of detail in the work plan with sufficient quality assurance activities to drive a robust delivery process with strong collaboration points.
- C. **Price Evaluation:** USAC will evaluate price based on offeror's input to **Attachment 1 (Bid Sheet)**. However, price is one of many evaluation factors, and the task order may not be awarded to the lowest priced offeror. Price may become a more important selection factor if the ratings for the Technical and Past Performance factors are the same or very close to the same for the top-rated offerors. In addition to considering the total prices of the offerors when making the award, USAC will also evaluate whether the proposed ceiling and prices are realistic (*i.e.*, reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.
- D. **Past Performance:** Past performance information will be evaluated to assess the risks associated with offeror's performance of this effort, considering the relevance, recency (within the past 3 years), and quality of offeror's past performance on past or current contracts for the same or similar services.
1. Past performance information should specify details across three broad areas:
    - a. System integration – build of a platform similar in nature to this ERP solution, particularly previous integration and configuration of proposed core solution, including details on speed at which deployment occurred

- b. Stakeholder engagement – engagement with various internal stakeholders to meet and adapt to user needs
  - c. Operations & maintenance – what level of support has been provided with previous platforms
2. This will be evaluated based on offeror’s discussion of its past performance for similar efforts, information obtained from offeror’s references (including detailed references for 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 contractor’s proposal that are not identified as references).
  3. USAC requires Contractor to meet a Capability Maturity Model Integration (CMMI) Development Level 3 or above and have Gold level or higher corporate preferred partnership with the proposed software vendor.

### 8.12 Down-Select Process

USAC may determine that the number of proposals received in response to this RFP are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to establishing a competitive range. In such a case, USAC may conduct a down-select process to eliminate offerors prior to discussions, from further consideration based on a comparative analysis of offeror proposals, with primary focus on the price proposal, followed by the Tool/Solution Fit Gap, 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.

### 8.13 Discussions

USAC will hold discussions, with highest rated offerors, the week of April 25, 2022. Discussions may include issues related to the offeror’s Technical, Past Performance, Price proposals and include a demonstration of USAC provided use cases. Information for inclusion in discussions will be provided by USAC no later than April 22, 2022.

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.

### 8.14 Final Proposal Revisions and Best and Final Offers

After conclusion of discussions, offerors may be invited to submit final proposal revisions (FPR) and best and final offers (BAFO). At this time, offerors can make changes to its proposal

submissions to address questions and concerns and competitive pricing specifically addressed in discussions. FPR and BAFO's will be due no later than May 6, 2022 at 11:00 AM ET.

### **8.15 Competitive Negotiation Using Best Value Selection**

This solicitation will be conducted using Best Value Selection that results in an award that is most advantageous to USAC based on the best value combination of: (a) evaluated qualitative merit and (b) evaluated price (cost) of the offers submitted. Best Value Selection is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the offeror with the lowest evaluated price (cost). However, USAC will consider awarding to an offeror with a higher evaluated price (cost) if the offer demonstrates the difference in price (cost) is commensurate with the higher qualitative merit. Conversely, USAC will consider awarding to an offeror with a lower evaluated qualitative merit if the price (cost) differential between it and other offers warrant doing so.

### **8.16 Responsibility Determination**

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

- A. Offeror has sufficient resources to perform the Contract;
- B. Offeror has a satisfactory record of performance, integrity and business ethics;
- C. Offeror has the accounting systems and internal controls, quality assurance processes and organizational structure and experience necessary to assure that contract work will be properly performed and accurately invoiced; and
- D. Offeror has the facilities, technical and personnel resources required to perform the Contract.

## **9 LEGAL NOTICES**

### **9.1 No Offer; RFP Procedures**

The issuance of this RFP does not give rise to any future intention, commitment, offer or obligation of USAC to enter into any kind of business relationship with any prospective offeror. No contract for the development and supply of Financial ERP system Services shall be formed unless and until a written definitive agreement for such development and purchase is executed by the selected offeror and USAC. Following the execution of such a definitive agreement, the only obligations of the parties thereto will be those set forth therein. For purposes of this paragraph, definitive agreements do not include any preliminary written document, or any oral agreement or course of conduct.

USAC and its representatives are free to conduct the RFP process as they determine in their sole discretion (including by negotiating with any other prospective offeror without prior notice to you or any other person). USAC reserves the right, in its sole discretion, to change any of the RFP procedures at any time, to reject any and all proposals with respect to this RFP, and to

terminate discussions and negotiations related to this RFP at any time and for any or no reason. USAC also reserves the right to negotiate with those responding, or with any other person or entity, an agreement on terms which, in USAC's sole judgment, best serves its needs. USAC may seek additional information from any potential offeror after the due date.

USAC, its affiliates and its or their directors, officers, reviewers, employees or representatives do not have any legal obligation or liability of any kind to you with respect to or arising from this RFP, whether by virtue of this RFP or any other written or oral expression with respect to the RFP or otherwise.

USAC and/or its professional advisors retain all right, title and interest, including the copyright, in and to the materials provided by or on behalf of USAC or its professional advisors for the purposes of this RFP and all rights therein are reserved. All proposals submitted to USAC shall become the property of USAC and shall not be returned.

## **9.2 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) PII, as defined by NIST Special Publication 800-122; (2) Management, business, procurement or financial Information of either party, the FCC or a USF stakeholder, including proprietary or commercial Information and trade secrets that have not previously been publicly disclosed; (3) Information concerning USAC's relationships with other vendors, the FCC, USF Stakeholders and financial institutions; (4) Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," "work product," etc.; (5) Information compiled, prepared or developed by offeror in the performance of this Contract; and (6) any Information identified as confidential by the disclosing party.

## **9.3 Conflicts**

Offeror's services are in support of USAC's administration of the USF, and as such offeror will be expected to 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. To the extent that prospective offeror or any offeror staff has client, membership, financial or any other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential or apparent conflict(s) of interest. Potential offerors must disclose in responses any potential conflict(s) of interest and the nature of any restriction proposed to cure the conflict(s). USAC reserves the right to restrict participation and access to confidential information by offerors that in USAC's sole discretion pose a conflict of interest in the course of this procurement action and to require disclosure of any potential conflicts of interest as a condition of receipt of Confidential Information.

#### **9.4 Protocol**

Prospective offerors should fully comply with this RFP or as otherwise communicated by USAC. Each prospective offeror should ensure that all of its employees, reviewers, counsel, advisors or other representatives involved in the RFP process are fully aware and understand the procedures set forth in this RFP and the obligations to be undertaken by the selected offeror.

No prospective offeror personnel shall contact any USAC personnel or FCC personnel in relation to this RFP, including USAC senior management and its Board of Directors, unless the USAC RFP primary contact has provided his or her prior written consent. During the period of this RFP, no contact related to this RFP should occur between any member of the prospective offerors' staff and any member of staff of USAC other than through the designated USAC RFP primary contact.

#### **9.5 Publicity**

Offeror shall not make (or cause to be made) any public announcement relating to this RFP or USAC's undertaking of this evaluation process, and shall not otherwise publicize this RFP in any manner, unless prior written consent is obtained from the USAC RFP primary contact. Additional obligations are set forth in the Confidentiality Agreement.

#### **9.6 Costs and Expenses**

Offeror is responsible for bearing all costs and expenses of preparing, submitting and (if requested by USAC) resubmitting its proposal, and any other prior or subsequent activity associated with this RFP, including the following, as applicable: evaluation of the proposal, prospective offeror presentations, meeting attendance, due diligence and/or contract negotiations and fees and expenses of any outside counsel or other advisors, regardless of whether or not USAC enters into an agreement with the prospective offeror.

#### **9.7 Due Diligence; No Representations**

The information provided by USAC as part of the RFP process is intended only as a preliminary background explanation. This RFP does not purport to be all-inclusive or to contain all information that a prospective offeror may desire or deem to be material in connection with this RFP. In all cases, prospective offerors should conduct their own investigation and analysis. In particular, prospective offerors should consider the advice of their own financial, legal, accounting, tax and other business advisors, and such other factors which they consider appropriate, in investigating and analyzing this RFP.

The information contained in this RFP is selective and subject to being updated, expanded, revised or amended by USAC.

USAC, its affiliates and its or their directors, officers, reviewers, employees or representatives have not made or do not make any express or implied representation or warranty, or accept any responsibility for the information contained in, or provided in connection with, this RFP or its fairness, accuracy or completeness. None of them shall have any liability or otherwise to a

prospective offeror relating to or resulting from use of USAC confidential information or for any errors therein or omissions therefrom (except as may otherwise be provided in a definitive written agreement signed by the parties). Prospective offerors are responsible for making their own evaluation of information and data contained in, or provided in connection with, this RFP and in preparing and submitting their proposals.

This RFP is intended to provide prospective offerors with enough information to build their proposals, but it is the prospective offerors' responsibility to request any additional information that it reasonably believes it may need in connection with this RFP. The prospective offeror selected by USAC must complete its due diligence prior to entering into a Contract with USAC. Any contract between the parties will not contain provisions providing for post-signing due diligence or any related pricing adjustments.

10     **ATTACHMENTS**

10.1   **Attachment 1: Bid Sheet**

10.2   **Attachment 2: RFP response checklist**

10.3   **Attachment 3: USAC Financial Systems Environment**

10.4   **Attachment 4: Master Services Agreement**

10.5   **Attachment 5: SLA Template**

10.6   **Attachment 6: List of Key Personnel**

10.7   **Attachment 7: Confidentiality Agreement**

10.8   **Attachment 8: Vendor Fit Gap Template**

10.9   **Attachment 9: RESERVED**

10.10  **Attachment 10: Confidentiality and Security Procedures**

10.11  **Attachment 11: Statement of Work**

10.12  **Attachment 12: Future State Vision**

Please email [susana.iannino@usac.org](mailto:susana.iannino@usac.org) to request a secure link to the RFP Attachments.