

USAC Solicitation for External Peer Review of USAC's Audit & Assurance Division

SOLICITATION INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Award Effective Date: TBD, 2019
Anticipated Contract Term: June 17, 2019 – December 16, 2019
Solicitation Number: AA-19-043
Solicitation Issue Date: March 19, 2019
Offer Due Date: April 23, 2019 by 11:00 AM EDT

CONTRACT TO BE ISSUED BY:

Universal Service Administrative Company (USAC)
700 12th Street NW, Suite 900
Washington, DC 20005

USAC CONTACT INFORMATION:

Noor Jalal
Procurement Specialist III
P: 202-263-1616
E: rfp@usac.org

CONTRACTOR SIGNATURE:

Offeror Contact Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____

USAC SIGNATURE:

USAC Contracting Official Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____

SECTION A:

About Us and the Work

I. Overview of the project

USAC is requesting proposals from auditing organizations to perform an external peer review of USAC's Audit & Assurance Division (AAD) in accordance with GAGAS. Audit organizations must have an external peer review performed at least once every 3 years as outlined in the Government Auditing Standards (July 2018 Revision), Chapter 5).

USAC will award a single, firm-fixed price Contract resulting from this solicitation to the responsible Contractor whose offer confirming to the solicitation will be most advantageous to USAC, with price and other factors considered. Contractor should plan on starting work within two weeks of contract signing. The final report shall be delivered by October 11, 2019.

Contractor will be responsible for performing these objectives in accordance with the statement of work set forth in Section B Work Specifications.

II. Background

Through its administration of the Universal Service Fund (USF) programs on behalf of the Federal Communication Commission (FCC), USAC works to promote the availability of quality services at just, reasonable and affordable rates and to increase access to advanced telecommunications services throughout the nation. Specifically, the USF programs provide funding for the expansion of telecommunications and broadband access to rural communities and health care facilities (High Cost & Rural Health Care), schools and libraries across the country (Schools & Libraries), and low income households (Lifeline). 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 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 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.

Low-Income (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. USAC also operates the National Lifeline Accountability Database ("NLAD") which prevents duplicate subscribers from receiving support in the Lifeline program.

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 Rural Health Care 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's 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>

SECTION B:

Work Specifications

1. TYPE OF CONTACT

This is a firm-fixed price contract for External Peer Review of USAC’s AAD Division (“Contract”). The firm-fixed price includes all direct and indirect costs, including equipment, product support, supplies, general and administrative expenses, overhead, materials, travel, labor, taxes, shipping, and profit.

2. PERIOD OF PERFORMANCE

The period of performance of the Contract shall commence on the Effective Date as stated on Cover Page, and shall end six (6) months thereafter, unless terminated sooner or extended in accordance with the terms of the Contract.

USAC may require continued performance of any Services within the limits and at the costs specified in the Contract. USAC may extend the services more than once, but the total extension of performance hereunder shall not exceed six (6) months.

3. PLACE OF PERFORMANCE

All required Contract services must be performed within the United States. Contractor shall perform services at USAC’s headquarters located at 700 12th Street NW, Suite 900, Washington, DC 20005 and some work may be performed at the contractor’s office. USAC shall provide appropriate office space and appropriate access to its computer network for duties performed at USAC headquarters. Visitors are asked to complete USAC’s Visitor Form, [USAC Visitor Form](#) and wear a badge while on premises.

4. COMPANY PROFILE

USAC is a not-for-profit Delaware corporation, which works under the oversight of the FCC. USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government. 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”). Further, USAC’s IT systems that are used to administer the USF programs and USAC vendors that handle and manage USF data must be compliant with Federal Information

Security Management Act (FISMA) and National Institute of Standards and Technology (NIST) requirements as applicable to federal agencies.

5. SCOPE OF SERVICES/DELIVERABLES

A. SCOPE OF SERVICES

- (1) This Contract for an external peer review shall include a review of USAC's Audit & Assurance Division's quality control policies and procedures, and an assessment of the professional staff to ensure their understanding of and compliance with relevant quality control policies and procedures. The review should be sufficiently comprehensive to provide a reasonable basis for concluding whether Audit & Assurance Division's system of quality control is complied with to provide the organization with reasonable assurance of conforming to professional standards in the conduct of its work for audits performed of recipients and contributors to the Universal Service Fund.
- (2) The Contractor shall determine whether the audit organization's internal quality control system is adequate and complied with to provide reasonable assurance that applicable auditing standards, policies, and procedures are met. Specifically, the Contractor shall assess the efficiency and effectiveness of the department's activity in light of its charter, the expectations of the Audit Committee, the expectations of executive management, and the expectations of the Vice President of Audit & Assurance. The Contractor will consider the division's current needs and objectives, and appraise the risk to the organization if Audit & Assurance is performing at less than an effective level or is not in conformance to one or more of the Generally Accepted Government Auditing Standards GAGAS ("Standards") as promulgated by the Comptroller General of the United States. The Contractor shall identify opportunities and offer ideas to the Vice President of Audit & Assurance and staff for improving their performance and that of the Audit & Assurance activity. Furthermore, the selected Contractor will provide an opinion on Audit & Assurance conformance to the Standards.
- (3) The contractor shall provide key personnel who have expertise in performing quality assurance review of performance audits in accordance with GAGAS.
- (4) Contractor shall provide trained and experienced personnel who are capable of performing the services described in, and who meet all qualifications set forth in in this contract.
- (5) Work performed under the contract must be conducted according to the practices delineated in the contract. All contractor personnel shall, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.

B. REQUIRED SERVICES/DELIVERABLES

- (1) In conducting the Quality Assurance Review of USAC Audit and Assurance Division, Contractor and its employees are expected to comply with all ethical standards applicable to United States Government employees (as set forth in 5 C.F.R. § 2635). During the performance of the engagement, Contractor (as well as its agents and employees) are expected to meet and communicate frequently with USAC to discuss project status. Such meetings are expected to be held at the discretion of USAC, and at least on a weekly basis, at a minimum, unless Contractor is notified otherwise by USAC. Meetings may be held telephonically at the discretion of USAC. A written weekly status report,” (including, but not limited to, achievements, challenges, problems, solutions, and alternative strategies) shall be provided to USAC.
- (2) Contractor shall provide the following services/deliverables, which shall be included as requirements in the contract:
 - i. Documentation of responses to requirements, including the procedures to be performed and the approach to selecting audits as outlined in the *Generally Accepted Government Auditing Standards (July 2018 Revision), Chapter 5*.
 - ii. A written report communicating the results of the external peer review as outlined in the *Generally Accepted Government Auditing Standards (July 2018 Revision), Chapter 5*. Any draft and final reports shall be submitted in grammatically correct English, without misspellings or syntax or substantive errors, and without any errors in logic or applicable U.S. government auditing standards.
 - iii. Draft reports are due to USAC by August 30, 2019. Contractor will be expected to deliver a completed final external peer review report to USAC by September 13, 2019 in a form to be agreed upon by USAC and Contractor within 10 business days of execution of an engagement letter with USAC.
 - iv. Contractor shall immediately notify USAC of any suspected fraudulent activity discovered during performance of the requirements of this contract. A detailed description of the suspected fraudulent activity must be included with the notification. Notice shall be given orally and in writing, to: USAC, Teleshia Delmar, Vice President of Audit & Assurance Division, 202/776-0200, tdelmar@usac.org.
 - v. The written (hard copy and electronic) contract deliverables will be provided to USAC or as otherwise directed. USAC will provide the final review and approval of written contract deliverables. Each deliverable shall be submitted in hard copy and in an electronic format compatible with Microsoft Office.
 - vi. Contractor shall present the final report to USAC management in an onsite meeting at a date and time mutually agreed to by both parties to the contract.

- (3) Contractor shall provide all deliverables to:

Universal Service Administrative Company (USAC),
Attention: Teleshia Delmar, Vice President of Audit & Assurance Division
700 12th Street, N.W., Suite 900
Washington, DC 20005
tdelmar@usac.org

6. KEY PERSONNEL

The Contractor's team must be staffed with the following key personnel throughout the duration of the Contract. We at USAC would like to get to know your team as part of the RFP process. Please provide detailed information about the following key personnel, who will be written into the Contract by name:

- Project Manager – Will oversee this engagement, including coordination of project team assignments, prioritization of projects, project communications, weekly status reports, budget and invoicing.

Contractor shall propose additional key personnel who are key to the successful implementation of proposed solution.

7. PROJECT SCHEDULE

To ensure project management coordination, the Contractor must submit a final project schedule within two weeks of the Contract Effective Date (draft to be included in the RFP response). All required deliverables should be identified as key milestones. This project schedule should also include a list of tasks, member of the Contractor's key personnel responsible for each task, estimated total labor hours, and estimated cost for total labor hours.

8. MEETINGS AND COMMUNICATION

- Project Kick-Off Meeting
 - Key personnel must be able to travel to USAC's office for a project kick-off meeting, to be scheduled by the Contractor's Project Manager. This meeting should occur within one week of the Contract Effective Date.
- Status Meetings
 - Key personnel must be willing to travel to USAC's office, as necessary, during active project work, unless agreed otherwise in advance.
- Milestone Status Meetings
 - Key personnel must be prepared to present each deliverable either in-person or via webcast meeting. For revision rounds, the Contractor's key personnel should be prepared to walk through any editing round questions via phone.
- Accessibility
 - Key personnel must be accessible via telephone or email during USAC's normal business hours, Monday through Friday (9:00AM-6:00PM ET).

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 Section B.
- D. “Offeror” means an entity submitting a formal proposal in response to this Solicitation.
- E. “Services” means the tasks, services, functions and responsibilities described in Section B and in the Contract issued hereunder.
- 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 the following contract documents listed in descending order of precedence: (1) Sections A-E, including the attachments identified in Section D; and (2) any other attachments – 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. Section B and Section C 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. USAC may modify the Contract as necessary to fulfill its requirements.

V. INVOICES

- A. *Where to Submit Invoices.* Contractor shall submit invoices electronically to invoices@usac.coupahost.com. Additionally, Contractor shall submit an electronic invoice to the address designated in the Contract to receive invoices.
- B. *Invoice Content.* Invoices must include:
1. Name and address of Contractor;
 2. Invoice date, number and period of performance;
 3. Contract number;
 4. Completed and signed copies of the Contractor Weekly Status Report and Time Sheet by each Contractor personnel performing services on the Contract for the time period covered by the invoice, if applicable;
 5. Name and address of official to whom payment is to be sent or to notify in event of invoice or payment issues; and
 6. Any other substantiating documentation or information as reasonably required by USAC.

- C. *ETF Information.* Contractor shall include Electronic Funder Transfer (ETF) banking information on the first invoice. USAC shall not be liable for uncompleted or erroneous transfers which occur as a result of Contractor providing incorrect or out of date ETF information.
- D. *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.
- E. *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.
- F. *Contractor Statement to Accompany Invoices.* All invoices shall be accompanied by the following statement signed by Contractor: "I certify that the services and items submitted on this invoice have been performed and delivered in accordance with the Contract [insert contract number] and that all charges are true, correct and have not been previously billed."

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 C.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. 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.

XI. TERMINATION FOR CAUSE

Upon the expiration of a ten (10) day cure period (during which the defaulting party did 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.

XII. 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, 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.

XIII. LIMITATION OF DAMAGES

Except in cases of gross negligence or willful misconduct, in no event shall either party 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 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.XIII, shall survive expiration or termination of the Contract.

XIV. 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;
 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 ventures, 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 and subcontractors, and the employees of any subcontractor, to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. The Disclosing Party may enforce such agreements, if necessary, as a third-party beneficiary.

- 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 Office of 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.

XV. 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.XIV.
- 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. 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. Promptly upon the expiration of the Contract term, 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 copies of USAC Information 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.

XVI. INFORMATION SECURITY

The 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 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.

XVII. 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.

XVIII. FISMA PROVISIONS

The 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. Contractor's security and privacy controls must be assessed against the same NIST criteria and standards (specifically NIST SP 800-53, rev. 4, or the latest version) as if they were a government-owned or-operated system, and comply with all FISMA requirements.

Safeguarding of Covered Contractor Information Systems:

The Contractor shall apply the following minimum safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

1. Limit information system access to 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.

XIX. 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 XV 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.

The 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 the 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 XIX.

XX. 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.

Security Briefings. Before receiving access to IT resources under the Contract, Contractor personnel must receive a security briefing, which USAC will arrange, and complete any nondisclosure agreement required by the Contract.

XXI. RECORD RETENTION

During the term of the Contract and for three (3) years following final payment, the 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.

XXII. KEY PERSONNEL

All Contractor employees assigned to the positions identified in Section B.IX are key personnel. The key personnel assigned to the Contract must remain in their respective positions throughout the term of the Contract, as applicable. 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:

- 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
- 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 XXII shall apply to their placement on and removal from the Contract.

XXIII. 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.

XXIV. 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 Office of 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. 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, the Contractor represents and certifies that it has not paid or promised to pay a gratuity, or offered current or future employment or consultancy, to any USAC or governmental employee in connection with the award. In order to maintain the required neutrality, Contractor must not advocate any policy positions with respect to the Programs or the USF during the term of the Contract. Neither the 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.

XXV. 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.

XXVI. WAIVER

Any waiver by either party of a breach of any provision of the Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

XXVII. 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.

XXVIII. 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 State and, if applicable, Federal courts located in the District of Columbia (Courts). This choice of venue is intended to be mandatory and the parties’ waive any right to assert forum nonconveniens 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 Contracting Officer for informal resolution prior to initiating any action in the Courts and must work with USAC in good faith to resolve any disputed issues. A dispute over payment or performance, whether informal or in the Courts, shall not relieve Contractor of its obligation to continue performance of the Contract and Contractor shall proceed diligently with performance during any dispute over performance or payment.

XXIX. 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"). The 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.

XXX. 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 this Contractor, shall retain and may fully exercise all of its rights and elections under the Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Contractor under the Code, 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.

XXXIV. NON EXCLUSIVITY / INDEPENDENT CONTRACTOR

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 the 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.

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.

XXXV. TEMPORARY EXTENSION OF SERVICES

USAC may require continued performance of any Contract services within the limits and at the rates specified 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 the Contractor within ten (10) days prior to expiration of the then current term.

XXXVI. 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 Co.

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.

XXXVII. 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.

XXXVIII. 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.

XXXIV. 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.

SECTION D:

Attachments

Attachment List:

- Attachment 1: Bid Sheet
- Attachment 2: IT Security Network Rules of Behavior
- Attachment 3: USAC Confidentiality Agreement

SECTION E:

Instructions and Evaluation Criteria

I. GENERAL

A. CONTRACT TERMS AND CONDITIONS

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

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

B. PERIOD FOR ACCEPTANCE OF OFFERS

The Offeror agrees to hold the fixed service category rates in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Proposals must:

- Concisely address USAC’s requirements, as set forth in Section B. Scope of Work and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to USAC Procurement Department, no later than 11:00 AM ET on April 23, **2019** (Proposal Due Date).
- Be submitted in the form of one electronic copy to rfp@usac.org. The subject line for all email communication related to this solicitation should **only** state the Solicitation Number, AA-19-043, of this RFP.

C. PROPOSAL SCHEDULE

DATE	EVENT
March 19, 2019	RFP Released
March 27, 2019	Questions Due to USAC by 11:00 AM ET at rfp@usac.org
April 03, 2019	Answers posted by USAC
April 23, 2019	Proposal Due to USAC by 11:00 AM ET at rfp@usac.org

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

D. AMEND, REVISE OR CANCEL RFP

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

II. CONTRACT AWARD

USAC intends to evaluate offers and award a contract after all steps in the procurement process has taken place. 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.

IV. PROPOSAL VOLUMES COVER PAGE

Each proposal volume 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 representative.

V. PROPOSAL CONTENT

The proposal shall be comprised of the following four volumes:

A. Corporate Information (Volume I) – 3 pages

- (A) Executive Summary. This section shall summarize all key features of the proposal, including the identification of subcontractors, affiliated individuals or firms that they offeror proposes to assist in this engagement. A list of any deviations and exceptions from the requirements contained in this RFP shall be identified in the Executive Summary. Pricing information shall not appear in the Executive Summary.
- (B) Confidentiality and Information Security. Offerors must explain in detail how they will establish and maintain safeguards to protect the confidentiality and integrity of USAC Confidential Information in their possession as required by section C.2.(k) and Section D, Attachment 3.
- (C) Conflicts of Interest. USAC is the appointed neutral administrator of the federal USF. USAC is governed by a Board of Directors comprised of various stakeholders in the universal service programs, and is prohibited from advocating positions on universal service policy matters. Because of USAC's unique role as neutral administrator, it is essential that any contractor providing assistance to USAC in administering the USF maintain the same neutrality, both in fact and in appearance.

B. Technical Capability (Volume II) – 6 pages

- (A) The offeror must clearly state whether it will comply with the stated requirements and provide detailed information about how it will fulfill the requirements of the RFP.
- (B) Describe Offeror's capabilities for performing this Contract, including key personnel resources and management capabilities. Additional information regarding Offeror's capability should include the following:
 - i. Key Personnel. All non-administrative personnel who will be performing work on the contract will be designated as key personnel. Identify by name all proposed key personnel. For each of these individuals, provide a resume (not to exceed two pages) that includes their educational background, job and related experience, a list of specific efforts they have supported. Include their experience, if any, in performing the services requested in the RFP. Describe the professional expertise, professional certifications, and academic backgrounds of the staff members who will be assigned to this engagement, and describe the benefits this experience will provide to USAC
 - ii. If Offeror does not currently have, or may not have, qualified personnel on staff to fill key positions, describe in detail Offeror's plan for recruiting individuals with that skill set(s).

C. Past Performance Information (Volume III) – 4 pages

This volume must include:

- A cover page, as outlined above.
- A list of up to three current or recently completed contracts for services similar in scope to those required by this solicitation. Each entry on the list must contain the client’s name, the project title, the period of performance, the contract number, the contract value, a primary point of contact (including the telephone number and email address for each point of contact, if available), and a back-up point of contact. If a back-up point of contact is not available, please explain how USAC may contact the client in the event the primary point of contact fails to respond.
 - 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 an overview of the engagement, a description of the scope of work performed, its relevance to this effort, and 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 page.
 - 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, offeror will receive an “unknown” risk in an evaluation of past performance.

D. Price Proposal (Volume IV) – 2 pages

This volume must include:

- A cover page, as outlined above.
- Completed pricing information in, Attachment 1: Pricing Schedule.
 - The proposed firm-fixed price must be sufficient to achieve the objectives and deliverables set forth in Section B, and must include all direct and indirect costs, including travel, profit, and overhead.
 - The price proposal shall itemize each cost element as outlined on USAC Bid Sheet, Attachment 1. Contractors shall include any additional line items and are free to rename the line item according to their product and/or service.
 - Contractors are encouraged to offer discounts generally available to their most favored customers.
- When developing a price proposal, Contractors must use the Price Proposal matrix set below and in Attachment 1 of this RFP.

Work Description	Percent of Total Price	Firm-Fixed-Price
-------------------------	-------------------------------	-------------------------

Completion of Field Work	60%	
Draft Final Report	20%	
Final Report	20%	
	Total Firm-Fixed-Price*	

VI. EVALUATION

A. EVALUATION FACTORS

USAC will award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to 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.

- **Technical:** The technical sub factors listed below in descending order of importance:
 - Technical Approach
 - Key Personnel
 - Implementation Schedule and Approach
- **Past Performance:** Past performance information will be evaluated to assess the risks associated with an Offerors performance of this effort, considering the relevance, recency and quality of the Offerors past performance on past or current contracts for the same or similar services. The Offerors past performance will be evaluated based on the Offerors discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offerors proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in the Offerors proposal that are not identified as references).
- **Price Evaluation:** USAC will evaluate price based on the total of the extended prices in the Pricing Schedule. However, price is the least important evaluation factor and the Contract may not be awarded to the lowest priced Offeror. Price may become a more important selection factor if the ratings for the non-price factors are the same or very close to the same. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

B. DOWN-SELECT PROCESS

USAC may determine that the number of proposals received in response to this RFP are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to 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 price proposals. Proposals that include proposed prices that is significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the competition.

C. RESPONSIBILITY DETERMINATION

USAC will make a responsibility determination based on any available information, including information submitted in an Offerors proposal. In making a responsibility determination USAC will consider whether:

- the Offeror has sufficient resources to perform the Contract;
- the Offeror has a satisfactory record of integrity and business ethics;
- 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; and
- the Offeror has the facilities, technical and personnel resources required to perform the contract.

Attachment 1: Price Schedule

USAC Audit & Assurance Division Peer Review Firm-Fixed-Price Invoice Schedule

Contractor: _____

Date: _____

Description	Percent of Total Price	Firm-Fixed-Price
Completion of Field Work	60%	
Draft Final Report	20%	
Final Report	20%	
	Total Firm-Fixed-Price*	

*Price is valid for a period of 120 days

Assumptions used in determining the proposed price: