

Interstate Telecommunications Relay Service Fund

Request for Proposal

Financial Audit of the Interstate Telecommunications Relay Service Fund

Issued by Rolka Loube, LLC.

Interstate TRS Fund Administrator

Bid Calendar and Process

RFP Issue Date	12/5/2018
Questions Due by:	12/14/2018 by 4:00 PM EST
Rolka Loube Response to Questions:	12/21/2018
Proposals Due:	1/18/2019 by 4:00 PM EST
Award Notification:	2/1/2019

Contract Information:

Method of Solicitation: Request for Proposal (RFP)
Contract Number: TBD
Period of Performance: October 1, 2018 to September 30, 2019

Contract to be Issued by:

Rolka Loube LLC
4423 North Front Street
Harrisburg, PA 17110

Rolka Loube Primary Contact:

Sean Bull
Project Manager
P: 717-303-3629
E: sbull@rolkaloube.com
Hours of Operation: 8 AM to 5 PM EST, Monday – Friday

Acceptance of Offers:

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

Proposals shall:

- Concisely address Rolka Loube’s requirements, as set forth in the RFP, and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to Sean Bull no later than 4:00 PM ET on January 18, 2019 (“Proposal Due Date”).
- Be submitted in the form of three sealed hard copies of the technical proposal and three separately sealed hard copies of the financial proposal marked confidential financial proposal. An additional electronic copy of both the financial and technical proposal should be included via CD-Rom or external USB drive in the technical submittal. Submissions should be mailed to:

Rolka Loube
Attn: Sean Bull
4423 North Front Street
Harrisburg, PA 17110

To be timely, each proposal must be received by Rolka Loube by the Proposal Due Date at the address specified above. Any offer, modification, revision, or withdrawal of an offer received at Rolka Loube after the Proposal Due Date and Time is late and will not be considered by Rolka Loube, unless Rolka Loube determines, in its sole discretion, that circumstances beyond the control of the vendor prevented timely submission, consideration of the offer is in the best interest of Rolka Loube, or the offer is the only proposal received by Rolka Loube.

Proposals, once submitted, cannot be withdrawn for the term of the validity period except with written consent of Rolka Loube.

Submission of Questions:

Rolka Loube will only accept written questions regarding the RFP. All questions must be emailed to sbull@rolkaloube.com no later than December 14, 2018, 4:00 PM EST. Rolka Loube plans to respond to all questions by December 21, 2018.

Amend, Revise, or Cancel RFP:

Rolka Loube reserves the right to amend, revise or cancel this RFP at any time, at the sole discretion of Rolka Loube, and no legal or other obligations are assumed by Rolka Loube 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.

Best and Final Offers:

Rolka Loube does not anticipate a request for Best and Final Offers. Respondents should submit their best and final offer subject to contract negotiations. In the event that Rolka Loube does request Best and Final Offers, all providers that have not been eliminated due to non-responsiveness of their proposal will be invited to submit a Best and Final Offer for review.

Section A

I. TRS Background and Overview

Rolka Loube, LLC (“RL”), the Interstate TRS Fund Administrator, is requesting proposals from governmental auditing firms to conduct an annual audit of the Telecommunications Relay Service (TRS) Fund Financial Statements. This Request for Proposals (“RFP”) describes the services requested and provides instructions on how to respond.

The Americans with Disabilities Act of 1990 recognized the need to ensure that Telecommunications Relay Service was made available to the extent possible and in the most efficient manner to hearing-impaired and speech-impaired individuals in the United States.¹ In order to implement this mandate, the Federal Communications Commission (“FCC” or “Commission”) originated the Telecommunications Relay Service (“TRS”) Fund in July of 1993.

The FCC explains TRS as follows:

Telecommunications Relay Service (TRS) is a telephone service that allows persons with hearing or speech disabilities to place and receive telephone calls. TRS uses operators, called communications assistants (CAs), to facilitate telephone calls between people with hearing and speech disabilities and other individuals. A TRS call may be initiated by either a person with a hearing or speech disability, or a person without such disability. When a person with a hearing or speech disability initiates a TRS call, the person uses a teletypewriter (TTY) or other text input device to call the TRS relay center, and gives a CA the number of the party that he or she wants to call. The CA in turn places an outbound traditional voice call to that person. The CA then serves as a link for the call, relaying the text of the calling party in voice to the called party, and converting to text what the called party voices back to the calling party.²

Each telecommunications common carrier providing voice transmission services is required to offer TRS throughout their respective service areas. Since its inception, TRS has grown to also provide services for persons with sight disabilities.

At the present time there are six forms of services offered as part of TRS:

- 1) Text-to-Voice TTY-based TRS
- 2) Speech-to-Speech (STS)
- 3) Captioned Telephone Service (CTS)
- 4) Internet Protocol (IP) Relay
- 5) Internet Protocol Captioned Telephone Service (IP CTS)
- 6) Video Relay Service (VRS)

¹ 47 U.S.C. § 225.

² <http://www.fcc.gov/guides/telecommunications-relay-service-trs>

The TRS Fund also supports the administration of the National Deaf Blind Equipment Distribution Program (NDBEDP) at the direction of the FCC Consumer and Governmental Affairs Bureau (CGB).

The TRS Fund compensates relay service providers for the reasonable costs of offering services to enable a person with a sight, hearing or speech disability to communicate with a person without such a disability. The costs of providing relay services are recovered from subscribers of interstate telecommunications services through a shared funding cost recovery mechanism.

The TRS Fund Administrator shall obtain an independent annual financial audit of the TRS Fund in compliance with generally accepted government auditing standards (GAGAS), and such auditors shall report directly to the Commission. The form and content of the audit program shall be submitted to the FCC for review and must be accepted by the FCC Contracting Officer (CO) prior to conducting such audit(s).

Upon request, the independent auditor must make available to the FCC all documentation related to the audit, including its working papers, engagement letters, audit plans, memoranda, emails, letters and any other information relating to the audit.

The Administrator shall provide all information related to the Interstate TRS Fund, including associated administrative expenses, to the Commission and the Commission staff.

The Administrator shall provide all of the information and/or data, as required in the regular reporting requirements, to the Commission.

The Administrator shall provide any additional information and/or data as may be required by the Commission or federal government, as part of a formal information request.

The Interstate TRS Fund has grown significantly over its 25 years of operation, and its present size is estimated to be \$1.5 Billion for the program year July 1, 2018 – June 30, 2019. Please note that the program year is not coincident with the financial audit term.

Section B

II. Solicitation/Contract

A. Schedule of Services

1) Type of Contract

This is a firm-fixed-price contract. All firm-fixed prices include all direct and indirect costs, including travel. The Contract will be paid directly from the TRS Fund.

2) Contract Term

The term of this Contract consists of a one-year base period with two one-year option

periods. The term of this Contract shall commence on the Effective Date of the engagement.

3) **Place of Performance**

- a) Rolka Loube, LLC (RL) headquarters is located at 4423 N. Front Street Harrisburg, PA. RL shall provide appropriate temporary office space and appropriate access to its computer network for duties performed at RL's headquarters.
- b) All Contractor personnel that perform work on site at RL shall complete the RL Visitor Form prior to being assigned a temporary RL Visitor's Badge and being allowed on site.

4) **General Performance Requirements**

- a) Contractor shall commence work on the engagement promptly after contract execution and perform work in accordance with the Contract timing requirements, including this Section B, and Section E, Contract Attachments.
- b) Contractor shall work with the FCC Office of Managing Director ("FCC OMD") during contract performance in accordance with the requirements in Part 64 of Title 47 Subpart F of the Code of Federal Regulations ("CFR"). Contractors shall, as necessary, consult and provide accounting and rule interpretations to the FCC OMD in connection with the TRS Fund financial statements audit.
- c) RL will provide specialized training to the Contractor concerning the Telecommunications Relay Service support programs and TRS Fund contribution rules, procedures and operations as part of the preliminary steps of the audit. Personnel providing financial statement annual audits will receive one day of training, which will be held at RL headquarters in conjunction with the audit kick-off meeting. An additional day of training will be available as necessary. Contractor is required to provide similar training to all employees who are unable to attend the RL-provided training session or who are assigned to this Contract after the RL-provided training session.
- d) Contractor is responsible for preparing, reviewing and indexing working papers supporting the required deliverables set forth herein. In accordance with Contract requirements and 47 C.F.R. § 64.604(C)(5)(iii)(H), Contractor shall submit to RL and the FCC OMD, on an external USB drive or CD-Rom, complete copies of all reports, working papers and related background materials and supporting materials used in contract performance. The electronic format to be used shall be as specified by RL, but shall be a standard format such as Word, Excel, electronic working papers, or Adobe PDF. Contractor shall not encrypt or password protect in any manner the documents and files provided on the external USB drive or CD-Rom.
- e) All Services required under this Contract shall be performed within the United States. Additionally, all data and files must remain in the United States.

5) **Annual Audit of TRS Fund Financial Statements**

Contractor shall audit: (1) the financial position of the TRS Fund; (2) the related statements of operations and changes in unrestricted net assets and cash flows; and (3) the accompanying supplementary information, for each calendar year ending September 30th during the term of this contract.

Contractor shall perform the audit in accordance with the generally accepted auditing standards (“GAAS”) established by the American Institute of Certified Public Accountants (“AICPA”) and Generally Accepted Government Auditing Standards (“GAGAS”) issued by the US Government Accountability Office (“GAO”).

Upon completion of the audit, Contractor shall provide RL and the FCC OMD an audit report on the financial statements, including a report on internal controls.

a) Status Meetings

During performance of the annual financial statement audits, Contractor shall meet and/or communicate frequently (at a minimum monthly) with the RL staff as requested by the RL-designated Technical Point of Contact (“TPOC”) to discuss project status, including percentage of completion of the annual financial statement audit and status of performance of milestones and deliverables to date. Contractor shall meet with FCC OMD staff, including the Assistant Inspector General – Audits, the Deputy Inspector General, and the Inspector General, as required, to facilitate completion of the project. Reasonable efforts will be made to conduct such meetings via conference call.

- i. Contractor’s team leaders shall attend monthly status meetings, which can be conducted via conference call. Contractor shall prepare a meeting agenda and provide a milestone schedule detailing progress for each item in the audit program. (The audit program requirement is set forth in section B.II.A(5)(b) below).
- ii. Contractor shall participate in entrance and exit conferences and other meetings as required to facilitate completion of the annual audit of TRS Fund financial statements. Contractor shall prepare and provide agendas and meeting minutes of the entrance and exit conferences. Appropriate FCC OIG, OMD and other FCC staff shall be invited to these meetings and other necessary meetings to complete the audit. Contractor shall provide copies of the meeting agenda to RL at least five days prior to each meeting.
- iii. Contractor shall provide a briefing to FCC OMD and RL staff on the results of the annual financial statement audit.

b) Audit Program

Contractor shall develop a detailed audit program describing the specific steps to be taken to accomplish the objectives of the annual financial statement audit. The audit program shall provide a detailed schedule of milestones with corresponding due dates

for all deliverables. Contractor shall revise the audit program as required by the FCC OMD, FCC and RL, and it is Contractor's responsibility to keep the audit program current. The FCC OMD will review and make any needed modifications to the audit program in accordance with Part 64 of Title 47 of the CFR.

c) **Attestation Standards**

All working papers shall be prepared in accordance with GAGAS and the FCC OMD Manual of Policies and Procedures. These working papers will be subject to review in accordance with the FCC OMD's quality control procedures, and shall not be considered complete until written approval is received from the FCC OMD. All working papers may be reviewed by the RL TPOC.

6) **Deliverables**

a) **Annual Audit of Interstate TRS Fund Financial Statements**

- i. Contractor shall submit deliverables to RL and the FCC OMD designated staff, unless Contractor is directed in writing to submit deliverables only to FCC OMD staff. FCC OMD and RL staff will review each deliverable and provide comments to Contractor. Contractor shall incorporate FCC OMD and RL comments and return the revised deliverables to the FCC OMD and RL within five business days of receipt. Procedures for the review and approval process are set forth more fully in section E, Attachment 1, Commission Guidance for Audit of the Administrator, and section E, Attachment 2, Audit Process and Preliminary Timetable for 2018-2019 TRS Fund Annual Audit.
- ii. All deliverables related to audit findings, including Notifications of Findings and Recommendations, shall be submitted to the FCC OMD with the components of condition, criteria, cause, effect, and recommendation (if applicable) as defined in GAGAS.
- iii. Reports shall not be released to any party outside of RL and the FCC OMD without the written permission of RL or the FCC OMD staff. Each report shall be submitted in hard copy and in an electronic format specified in accordance with section B.II.A(4)(d) above.
- iv. Contractor shall not release any confidential information to any person or entity outside of RL and the FCC OMD without the prior written permission of RL or the FCC OMD staff. See section C.IV.E(1), below, and Attachment 4, for additional requirements relating to confidential information.
- v. Contractor shall deliver the reports identified herein and copies of supporting working papers to the Office of Managing Director, Federal Communications Commission, Attention: Kadian Ferguson, 445 12th Street, SW, Washington, DC 20554. Contractor shall submit deliverables to the RL TPOC at the address set forth in this RFP. The FCC OMD will evaluate all draft reports and Contractor will incorporate FCC OMD revisions and RL comments. Upon approval of each draft report by the FCC OMD, a final report shall be prepared and delivered to the FCC OMD and RL.

- vi. Contractor shall provide the Financial Audit deliverables on the following dates for each year during the term of this contract beginning in 2019:

Deliverables*	Due Date
Audit Program	30 days after Effective Date of the contract or option.
Working Papers	As required by the FCC OMD.
Notification of Findings and Recommendations	As required.
Draft Audit Report	December 31, 2019
Final Audit Report	February 28, 2020, dependent upon FCC approval.

* All deliverables are subject to requirements of 47 CFR § 64.604.

Section C

III. Contract Clauses: Terms and Conditions

A. Inspection/Acceptance

Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. RL reserves the right to inspect or test any supplies or Services that have been tendered for acceptance. RL may require repair or replacement of nonconforming supplies or re-performance of nonconforming Services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, RL may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Services. RL must exercise its post-acceptance rights:

- 1) Within a reasonable time after the defect was discovered; and
- 2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

B. Assignment

With the exception of an assignment of rights to receive payment, neither this Contract, nor any right or interest hereunder, shall be assigned or delegated by Contractor without the prior written agreement of RL. Any purported assignment or delegation that violates this section is void. Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any federal lending agency upon submitting a notice of assignment in a form acceptable to RL signed by an authorized officer of Contractor and accompanied by a true copy of the instrument of assignment executed by Contractor and the assignee.

C. Changes

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

D. Disputes

Contractor shall submit all requests for equitable adjustment, claims or other disputes to the FCC Contracting Officer for informal resolution prior to initiating any action in a court of appropriate jurisdiction. The parties shall use good faith efforts to resolve all disputes informally without the need for litigation. Failure of the parties to this Contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Contract shall be resolved in the courts of appropriate jurisdiction sitting in Harrisburg, PA. Contractor shall proceed diligently with performance of this Contract, pending final resolution of any dispute arising under the Contract.

E. Definitions

The clause at FAR § 52.202-1, Definitions, is incorporated herein by reference. As

appropriate, insert -RL in the FAR definitions for -government or -agency. Additional definitions for capitalized words not defined at FAR § 52.202-1 are set forth at section C.IV.A, below.

F. Excusable Delays

Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of RL, acts of the United States Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Contractor shall notify RL in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the RL of the cessation of such occurrence.

G. Invoice

- 1) Contractor shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the Contract to receive invoices. An invoice must include:
 - a) Name and address of Contractor;
 - b) Invoice date and number;
 - c) Contract number;
 - d) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - e) Terms of any discount for prompt payment offered;
 - f) Name and address of official to whom payment is to be sent;
 - g) Name, title, and phone number of person to notify in event of erroneous invoice;
 - h) Taxpayer Identification Number (TIN); and
 - i) Electronic funds transfer (EFT) banking information.
- 2) Contractor may submit invoices for payment in accordance with the Invoice Schedule set forth in Section E, Attachment 3.

H. Patent Indemnity

Contractor shall indemnify and defend RL and its 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, any United States or foreign patent, trademark or copyright arising out of the performance of this Contract.

I. Payment

- 1) Items and Services accepted. Payment shall be made for items and Services accepted by RL that have been delivered to the delivery destination(s) set forth in this Contract.
- 2) Contract Financing Payments. RL will make payments to Contractor in accordance with Section C.III.I(3) below, and based on the Invoice Schedule set forth in Section E Attachment 3. RL may suspend payment of invoices if Contractor fails to make satisfactory progress in compliance with all Contract requirements. RL will monitor

Contractor's performance through, among other things, status meetings, Contractor's monthly status reports (see Section B.II.A(5)(a), and submission and acceptance of deliverables. Contractor's current financial condition has been determined by RL to be adequate financial security for payments under this section, but RL may require additional security if necessary.

- 3) Prompt payment. RL will pay for accepted items and Services within 30 calendar days of receipt of Contractor's invoice provided such invoice is proper and submitted in accordance with terms set forth herein.
- 4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.
- 5) Overpayments. If Contractor becomes aware of a duplicate Contract financing or invoice payment or that RL has otherwise overpaid on a Contract financing or invoice payment, Contractor shall:
 - a) Remit the overpayment amount to the payment office cited in the Contract along with a description of the overpayment including the:
 - i. Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment, etc.);
 - ii. Affected contract number and delivery order number, if applicable;
 - iii. Affected contract line item or subline item, if applicable; and
 - iv. Contractor point of contact.
 - b) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

J. Taxes

The Contract price includes all applicable federal, state, and local taxes and duties.

K. Termination for RL's Convenience

RL reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Subcontractors to cease work. Subject to the terms of this Contract, Contractor shall be paid a percentage of the Contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of RL, using its standard record keeping system, that have resulted from the termination. Contractor shall not be required to comply with the cost accounting standards or Contract cost principles for this purpose. This paragraph does not give RL any right to audit Contractor's records. Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

L. Termination for Cause

RL may terminate this Contract, or any part hereof, for cause in the event of any default by Contractor, or if Contractor fails to comply with any Contract terms and conditions, or fails to provide RL, upon request, with adequate assurances of future performance. In the event of termination for cause, RL shall not be liable to Contractor for any amount for supplies or Services not accepted, and Contractor shall be liable to RL for any and all rights and remedies provided by law. If it is determined that RL improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

M. Title

Unless specified elsewhere in this Contract, title to items furnished under this Contract shall pass to RL acting in its capacity as TRS Fund Administrator, upon acceptance, regardless of when or where RL takes physical possession.

N. Warranty

Contractor warrants that it shall render all Services with promptness and diligence and in a professional and courteous manner, and in accordance with industry best practices and professional standards for these Services. Contractor warrants that it shall use adequate numbers of qualified individuals to perform the Services.

O. Limitation of Liability

- 1) Except as provided in the following paragraph (2), RL's entire cumulative liability from any causes whatsoever, and regardless of the form of action or actions, whether in contract, warranty or tort (including negligence), arising under this Contract, shall in no event exceed the amounts paid to Contractor under this Contract. Except as provided in paragraph (2) or otherwise provided by an express warranty, in no event will either Party be liable for any indirect, special, consequential, incidental or punitive damages in connection with or arising out of the performance or use of any information, items, products or Services provided under this Contract.
- 2) Notwithstanding the provision of (1) above, the following liabilities shall not be limited or exculpated by this clause:
 - a) damages caused by the illegal or intentional misconduct of the breaching Party;
 - b) indemnification claims under section C.IV.J; or
 - c) theft or other losses of RL funds resulting from fraud, embezzlement, conversion, misappropriation or other intentional acts or omissions of Contractor, its Subcontractors, or their respective employees.

P. Other Compliances

Contractor shall comply with all applicable federal, state and local laws, executive orders, rules and regulations applicable to its performance under this Contract.

Q. Compliance with Law Unique to Government Contracts

This procurement is not being conducted in compliance with the Federal Acquisition

Regulations (FAR); however, Contractor agrees to comply with the following laws to the same extent that they would be applicable if this were a federal government contract: 31 U.S.C. § 1352 relating to limitations on the use of appropriated funds to influence certain federal contracts; 18 U.S.C. § 431 relating to officials not to benefit; 40 U.S.C. § 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. § 8701 *et seq.*, Anti-Kickback Act of 1986; 41 U.S.C. § 4705265 relating to whistleblower protections; 49 U.S.C. § 40118, Fly American; and 41 U.S.C. § 2101 *et seq.*, relating to procurement integrity. This clause, and the laws identified herein, do not impose any obligations on RL unless otherwise expressly stated in the terms of the Contract.

R. Order of Precedence

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- 1) The Schedule of Services.
- 2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause (section C.III).
- 3) Addenda to this solicitation or Contract, including section C.IV and any license agreements for computer software.
- 4) Solicitation provisions.
- 5) Other paragraphs of this clause.
- 6) Other documents, exhibits, and attachments.
- 7) The specifications in the Contract terms.

IV. Addendum to Contract Terms and Conditions

A. Definitions

- 1) Unless otherwise defined herein or in any attachment hereto, and supplementing the FAR definitions incorporated by reference in section C.1.(e), terms capitalized for other than grammatical purposes and used herein or in any attachment hereto shall have the meanings set forth below.
- 2) Contract means the legally binding written agreement between RL and Contractor that consists of the signed Engagement Letter, sections B through D of the RFP solicitation, including any amendments, and all attachments and appendices, thereto, as issued by the RL Contracting Officer to Contractor, following award (including Contractor's completed representations and certifications, and other sections of Contractor's proposal to the extent explicitly incorporated), and any modifications that may be entered into by the parties from time to time.
- 3) RL's Contracting Officer is the RL representative, the FCC's Contracting Officer is the FCC representative.
- 4) Contractor Software means Software used by Contractor for which Contractor has acquired all ownership rights. Contractor Software does not include Third-Party

Software or RL Software.

- 5) Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer Software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 6) Disabling Code means Software code that is included in Software to permit the owner of the Software to disable the operations performed by the Software at the remote command of such owner, or at a predetermined time or upon predetermined circumstances.
- 7) Effective Date means the date set forth in the Engagement Letter of this Contract.
- 8) Electronic Format means deliverables and data created, by means other than scanning, using an industry standard, commercially available Software program. To the extent materials are not available to Contractor in a format that complies with the requirements of the preceding sentence (i.e., catalog cuts, materials received from third parties, etc.), scanning is acceptable.
- 9) Including shall mean including without limitation. This term is as defined, whether or not capitalized in this Contract.
- 10) Malicious Code means Software code such as computer viruses, worms, trojan horses, etc., that is inserted into Software and that is deliberately designed to damage data, provide unauthorized access to RL information, or produce an unexpected and unwanted result or computer operation.
- 11) Offeror means a person or entity submitting a proposal in response to an RFP.
- 12) Party and Parties shall be RL and Contractor.
- 13) Services means the services, functions and responsibilities described in this Contract as they may be supplemented, enhanced, modified or replaced.
- 14) 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.
- 15) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor in connection with the performance of this Contract.
- 16) Telecommunications Services is the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 17) Telecommunications Services Provider means a provider of Telecommunications Services.
- 18) Third-Party Software means Software that is provided under license or lease by a third party to Contractor or RL. Third-Party Software includes any Subcontractor Software that is not RL Software.
- 19) RL Confidential Information has the meaning set forth in Attachment 4 of this Contract.

- 20) RL Information means all written, printed, electronically, magnetically or optically stored material, including without limitation, reports, stakeholder applications and submissions, all beneficiary payment related information, FCC forms, manuals, memoranda, electronic mail, images, specifications, drawings, databases (including all related documentation, but not including database management Software), screen format and other visual effects, technical information, stakeholder information, procedures for administering the federal Interstate Telecommunications Relay Services Fund, and business information (not including information relating only to Contractor's or any Subcontractor's business or operations) that is created, modified, reproduced or maintained by RL. RL Information also includes information concerning RL's business, stakeholders or operations that is collected, developed or recorded by Contractor or any Subcontractor in the performance of the Contract, including without limitation, program procedures and program specific information that is provided to Contractor or Subcontractor by a stakeholder in the course of performance of the Contract or that is created or derived from such information. RL Information is and includes RL's Confidential Information.
- 21) RL Software means (1) Software developed by RL or title to which was acquired by RL from a third party, or (2) Software first produced in the performance of this Contract.

B. Record Retention

Contractor shall retain all electronic records and paper records relating to this Contract to permit examination in accordance with Attachment 1, for a minimum of 3 years.

C. Information Security

Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of RL Confidential Information in its possession, according to industry best practice standards. This includes all information that is sent to and received to and from RL and all stakeholders. 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.

D. Qualifications, Retention and Replacement of Contractor Personnel; Key Personnel

- 1) Contractor shall at all times assign an adequate number of personnel to perform the Services. The personnel Contractor assigns to perform the Contract shall be fully trained and qualified for the Services they are to perform before they begin performing such Services, except as otherwise set forth herein. All of Contractor's personnel must meet the training required by GAGAS 3.46 as stated in Government Auditing Standards prior to starting the engagement.
- 2) In the event RL determines in good faith that the continued assignment of a Contractor or Subcontractor(s) employee to perform any part of the Services is not in

the best interests of RL, then RL shall give Contractor written notice to that effect. After receipt of such notice, Contractor shall have ten days in which to investigate the matters stated in such notice, discuss its findings with RL and resolve any problems with such person. If, following such period, RL requests replacement of such person, Contractor shall remove such person from performance of any part of the Services and shall replace that person with another person of comparable competency and qualifications. Notwithstanding the foregoing, in the event RL determines there exists a potential for imminent harm to the programs or to RL, or RL's employees, Contractor or Subcontractor shall remove the employee immediately upon request by RL.

- 3) Key personnel identified in the Contract shall not be removed from the Contract effort, or otherwise replaced, for a minimum of the base year, without a compelling reason (e.g., health, departure from company) or unless RL requires their replacement. At a minimum, Contractor's key personnel shall include the partners, managers and team leaders for the financial statement audit. Any proposed changes to key personnel must be submitted in writing to the RL Contracting Officer for approval prior to the removal or replacement of key personnel.

E. Confidentiality

1) RL Confidential Information

Contractor acknowledges that during the course of this Contract, it may be exposed to RL Confidential Information, the misappropriation, unauthorized use, or disclosure of which would cause irreparable harm to RL and the entities affiliated with RL programs. RL Confidential Information does not include information that Contractor can demonstrate (A) was, at the time of disclosure to it, in the public domain; (B) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of Contractor; (C) was lawfully in Contractor's possession, without an obligation of confidentiality, prior to receipt hereunder, as evidenced by written records of Contractor; (D) was received independently by Contractor from a third party who was free to lawfully disclose such information to Contractor without restriction of confidentiality; or (E) was independently developed by Contractor without reference to RL Confidential Information.

2) Non-Disclosure/Confidentiality Obligations

During the term of this Contract and at all times thereafter, Contractor shall maintain the confidentiality of all RL Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Contractor agrees that it will disclose RL Confidential Information to employees and Subcontractors only as necessary for the performance of this Contract, and only to the extent necessary to discharge their duties as required by this Contract. Contractor shall require each of its employees and the employees of any Subcontractor who will receive access to RL Confidential Information to sign the Non-Disclosure/Confidentiality Agreement set forth in section E, attachment 4, as a

condition to performance under this Contract. Upon the termination of any employee, Contractor, and any Subcontractor(s), shall remind their employees of their continuing confidentiality obligations.

3) **Contractor Enforcement of Confidentiality Agreement**

Contractor shall comply with the terms of the Confidentiality Agreement as well as the provisions with respect to RL Confidential Information set forth herein. Any breach or violation of the Confidentiality Agreement shall be reported to the RL President, or the RL President's designee, immediately upon becoming aware of the breach or violation. Any report in connection with a breach or violation of the Confidentiality Agreement must contain a complete account of the nature and extent of the violation, the identity and positions of the individuals participating in the violation, the steps taken to recover any improperly disclosed RL Confidential Information, the extent to which such recovery was accomplished, and the steps being taken to prevent future occurrences of a similar nature.

4) **RL Enforcement of Confidentiality Agreement**

RL may enforce the terms of the Confidentiality Agreement against a Contractor or Subcontractor employee as a third-party beneficiary of the Confidentiality Agreement.

5) **Exclusions**

Contractor shall not be considered to have breached its obligations under this section C.IV.E for disclosing RL Confidential Information as required to satisfy any legal requirement of a competent government body, provided that, promptly upon receiving any such request and to the extent that it may legally do so, Contractor advises RL of the RL Confidential Information to be disclosed and the third party requiring such disclosure, in order that RL may interpose an objection to such disclosure, take action to assure confidential handling of the RL Confidential Information, or take such other action as it deems appropriate to protect the RL Confidential Information.

6) **Warranties**

RL represents and warrants that it has the right to disclose all RL Confidential Information that it discloses to Contractor pursuant to this Contract. Otherwise, RL makes no representation or warranty, express or implied, with respect to any RL Confidential Information.

F. Proprietary Rights and Software

1) **Copyright**

Notwithstanding any provision in this Contract that states otherwise, Contractor hereby assigns to RL the copyrights in all tangible materials created by Contractor in connection with this engagement, including, but not limited to, any reports, notes, or other deliverable. Contractor agrees to execute any additional documents which may be necessary to vest ownership of all such copyrights in RL.

2) **Ownership of RL Information**

All RL Information, upon its creation, becomes, and remains, the exclusive property of RL.

3) **Ownership of RL Software**

All RL Software shall be the exclusive property of RL.

4) **Exclusion of Contractor Data and Software**

Contractor shall not, without the prior written consent of the Contracting Officer, incorporate in any Data or Software delivered under this contract, any Data or Software not first produced in the performance of this Contract. Contractor represents and warrants that no Contractor Software, Subcontractor Software or Third Party Software shall be incorporated in any RL Software, RL web sites, RL databases or other RL materials unless Contractor first obtains and grants to RL and all others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such Software to reproduce, prepare derivative works, and perform and display publicly by and on behalf of RL.

5) **Third-Party Software supplied by RL**

RL grants to Contractor or, at Contractor's request, to one of its Subcontractors, to the extent authorized by the Third-Party Software license, the same rights of access and use during the term of the Third-Party Software held by RL, for the sole purpose of performing the Contract.

6) **Malicious Code**

Contractor represents and warrants that it shall prevent the introduction and proliferation of any Malicious Code into RL's computer environment. In the event any Malicious Code is found in RL's computer environment and such Malicious Code originated in equipment, Software, or Services provided by Contractor or originated from any person for whom Contractor is responsible, Contractor shall at its own expense take all necessary efforts to: (a) promptly remove such Malicious Code (b) to the extent possible, restore or recover lost or damaged RL Information caused by such Malicious Code using generally accepted data restoration techniques, including the use of the most recent available backup unaffected by the Malicious Code and (c) eliminate, and reduce the effects of the Malicious Code.

7) **Disabling Code**

Contractor shall not introduce into any Software operating in RL's computer environment, or permit to be invoked, any Disabling Code.

8) **Subcontractor Software and Data**

Contractor shall obtain from its Subcontractors all Software and Data, and all rights therein, necessary to fulfill Contractor's obligations to RL under this Contract.

9) **Residual Knowledge**

Nothing contained in this Contract shall restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Contract, provided that in

doing so such Party does not breach its obligations under section C.2.(e) or infringe upon the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. However, neither this Contract, nor any disclosure made hereunder, grants any license to either Party under any patents or copyrights of the other Party.

G. Insurance

- 1) All insurance policies required shall be maintained in full force until all Services under this Contract are completed. Contractor shall provide 30 days' prior written notice to RL in the event of cancellation of or material change in the policy.
- 2) Upon the Effective Date, Contractor shall furnish RL with insurance certificates evidencing that the required coverage is in force. RL shall not be liable for the payment of any premiums.
- 3) The insurance companies indicated in the certificates shall have an AM Best rating of A or better and a surplus rating of 7.
- 4) Compliance with the insurance requirements set forth herein shall not release Contractor of full responsibility for all liability as set forth in the indemnification clause stated in section C.IV.J.
- 5) The minimum requirements of insurance to be carried by Contractor shall be as follows:
 - a) Workers' Compensation and Employer's Liability Insurance:
 - i. Coverage A, Workers' Compensation - Statutory benefits as required by the Workers' Compensation Laws of all appropriate jurisdictions and reference to such compliance made on all certificates of insurance.
 - ii. Coverage B, Employer's Liability - One Million Dollars (\$1,000,000), or as otherwise required by law.
 - b) Commercial General Liability Insurance.
 - i. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) combined single limit, or the equivalent, as it respects to Bodily and Personal Injury and Property Damage in any one occurrence/Five Million Dollars (\$5,000,000) aggregate.
 - ii. Contractual Liability Insurance to include coverage for the liabilities assumed under section C.IV.J in an amount not less than Three Million Dollars (\$3,000,000). Acceptance of coverage in this amount by RL does not release Contractor of full responsibility for all liability as set forth in the indemnification clause set forth in section C.IV.J.
 - c) Professional Liability Insurance
 - i. Professional Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence, and Five Million Dollars (\$5,000,000) aggregate for claims arising out of Professional Services provisions under this Contract. Upon termination of Contractor's Contract, Contractor shall present

evidence of an extended reporting period to provide coverage for claims for a period of three years from the date of termination

- d) Cyber Security Insurance
 - i. Cyber Security Insurance in an amount deemed appropriate to cover Contractor's risk exposure.
- 6) RL shall be informed in writing within 10 days of any Contractor insurance cancellation during the term of this Contract.
- 7) Contractor shall also maintain, to the extent it deems advisable, and at its own expense, any medical payments, life, disability, or other insurance necessary for its own protection. In no event will RL be responsible for maintaining any of the foregoing insurance coverage.

H. Supplemental Terms Applicable to Terminations for Cause

- 1) If RL terminates this Contract for cause in whole or in part, it may acquire, under commercially reasonable terms and conditions, the terminated products and/or Services from another source, and Contractor will be liable to RL for any reasonable excess costs incurred by RL together with any incidental or consequential damages incurred because of the termination.
- 2) RL's right to terminate this Contract in whole or part for cause may be exercised by RL ten (10) calendar days after providing a written cure notice to Contractor specifying Contractor's failure to comply with terms or conditions of the Contract if Contractor does not cure such failure within such period.
- 3) To the extent requested in writing by RL on partial or complete termination for cause, Contractor shall use its reasonable commercial efforts to make available to RL or its designee, pursuant to reasonable terms and conditions, any third-party services being utilized by Contractor in the performance of the Contract prior to termination. Contractor shall be entitled to retain and utilize any such third-party services in connection with the performance of Services for any other Contractor customer.
- 4) To the extent requested in writing by RL on partial or complete termination for cause, Contractor will, to the extent permitted by the terms of the subcontract, immediately assign to RL any subcontract between Contractor and any Subcontractor that is dedicated to providing terminated Services to RL.

I. Notices

- 1) Except as otherwise specified in this Contract, any notice, demand for information, consent, approval or documents required or authorized by this Contract to be given to a Party 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), (D) sent by electronic mail with a confirmation of receipt returned by recipient's electronic mail server to such Party at the following address:

For RL	For Company
Mary Beth Osborne Chief Operating Officer Rolka Loube 4423 N. Front Street Harrisburg, PA 17110 mosborne@rolkaloube.com	fully signed RFP
With a copy to: Federal Communications Commission Attn: Kadian Ferguson Office of Managing Director 445 12 th Street, SW Washington, DC 20554	With a copy to: Federal Communications Commission Attn: Andrew Mulitz 445 12 th Street, SW Room 5-A133 Washington, DC 20554

- 2) Each Party’s designation of such person and/or address may be changed at any time by such Party upon written notice given pursuant to the requirements of this section. A notice served by mail shall be effective upon receipt.

J. Indemnity

- 1) Contractor shall defend, indemnify and hold harmless RL from and against any costs, liabilities, damages or expenses (including reasonable attorneys’ fees) arising out of or relating to:
- a) 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
 - b) 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.
 - c) Contractor shall defend, indemnify and hold harmless RL from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney’s fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against RL arising out of or resulting from Contractor’s failure to comply with any of its obligations under the data security addendum to the Contract.

K. Gratuities

- 1) The right of Contractor to proceed may be terminated by written notice if the RL Contracting Officer determines that Contractor, its agent, or another representative:
 - a) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of RL; and
 - b) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- 2) If this Contract is terminated under paragraph (1) of this clause, RL is entitled to pursue the same remedies as in a breach of the Contract.
- 3) The rights and remedies of RL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

L. Choice of Law/Consent to Jurisdiction

- 1) This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any otherwise applicable principle of conflicts of laws, except as they may be preempted by, or in conflict with, any federal laws, rules, regulations or regulatory action.
- 2) The Parties hereto agree that all actions or proceedings arising in connection with this Contract shall be litigated exclusively in the state and federal courts located in Harrisburg, PA. The choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the Doctrine of Forum Non Conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state and federal courts located in Harrisburg, PA shall have in personam jurisdiction over each of them, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Contract.

M. Independent Contractor

Contractor acknowledges and agrees that it is an independent contractor to RL and Contractor's key personnel, employees, representatives, directors, officers, Subcontractors and agents are not employees of RL. RL 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 RL harmless against any and all loss, liability, cost and expense (including attorneys' fees) incurred by RL as a result of RL 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, RL. RL has no obligation to make any payments to Contractor's key personnel, employees, representatives, directors, officers,

subcontractors and agents.

N. Invalidity of any Provision

It is the intent of the Parties that the provisions of this 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 this 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.

O. Waiver

The waiver by either Party hereto of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either Party.

P. Binding Effect

This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legatees, personal representatives and other legal representatives, successors, and permitted assigns.

Q. Entire Agreement

This Contract and the various documents and agreements referenced in the RFP constitutes the entire agreement between the Parties on the subject matter hereof, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Contract supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the Parties hereto relating to the subject matter of this Contract. Except as otherwise specifically provided herein, nothing in this Contract is intended or shall be construed to confer upon or to give any person other than the Parties hereto any rights or remedies under or by reason of this Contract.

R. Public Statements

Neither Contractor nor its Subcontractors shall issue any public statement relating to or in any way disclosing any aspect of this Contract without the prior written consent of RL.

S. Conflict of Interest

- 1) RL is the appointed neutral administrator of the federal Interstate Telecommunications Relay Service Fund (TRS). RL is forbidden from advocating positions on universal service policy matters. Because of RL's unique role as neutral administrator, it is essential that any Contractor providing assistance to RL in administering the TRS Fund maintain the same neutrality, both in fact and in

appearance. To the extent that Contractor or any Subcontractor has client, membership, financial and/or any other material affiliation with entities that participate in the federal TRS Fund in any respect (including but not limited to receiving TRS support, contributing to the TRS Fund, advocating policy positions on matters related to the programs), there may be actual, potential and/or apparent conflict(s) of interest associated with providing Services related to the administration of the TRS program.

- 2) During the term of this Contract, Contractor shall take all necessary actions to ensure that Contractor employees and Subcontractor employees providing Services under the Contract do not participate in the federal TRS Fund programs in any respect (including but not limited to receiving support, contributing to the TRS Fund programs, advocating policy positions on matters related to the programs or providing Services to entities participating in the TRS programs or the TRS Fund). A failure of Contractor employees or Subcontractor employees to comply with the aforesaid requirements shall be deemed a conflict of interest on the part of Contractor.
- 3) During the term of this Contract, Contractor shall promptly notify RL of any actual or potential conflicts of interest involving Contractor or any Subcontractor, and the means by which it proposes to avoid, neutralize, or mitigate such conflicts. Contractor shall report such conflicts or potential conflicts to RL and FCC OMD in writing and provide detailed information regarding the nature of the conflict, including as applicable: (1) any ownership, control or other business or contractual relationship(s) between Contractor (or Subcontractor) and the Telecommunications Services Provider(s) or beneficiaries of, or other organizations that participate in, the TRS programs; (2) the percentage of Contractor's (or Subcontractor's) revenues received from, and Contractor's (or Subcontractor's) debt held by, Telecommunications Services Provider(s) or beneficiaries of, or other organizations that participate, in the TRS programs or contribute to the TRS Fund (the percentages shall be calculated for Contractor's or Subcontractor's most recently completed fiscal year); and (3) whether any of the personnel assigned to this engagement also will be assigned to an engagement with a Telecommunications Services Provider or beneficiary of, or other organization that participates in, the TRS programs or contributes to the TRS Fund in the preceding 12 months. Contractor shall promptly provide RL with a detailed proposal on how Contractor intends to avoid, neutralize, or mitigate the actual or potential conflict of interest.
- 4) Failure to avoid, neutralize or mitigate any actual or potential conflict to RL's satisfaction may result in termination of this Contract.
- 5) Contractor and any Subcontractors must refrain from advocating policy positions with respect to federal universal service matters.
- 6) Contractor shall include the requirements of this section C.IV.S, including this flow down requirement, in all subcontracts and consultant agreements.

T. Corporate Authorizations

Each Party represents and warrants to the other that:

- 1) It has the requisite corporate power and authority to enter into this Contract and to carry out the transactions contemplated by this Contract; and
- 2) The execution, delivery and performance of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by the requisite corporate action on the part of such Party.

U. Option to Extend the Term of the Contract

- 1) RL may extend the term of this contract by written notice to Contractor 30 days prior to the expiration of the Term.
- 2) If RL exercises this option, the extended Contract shall be considered to include this option clause.
- 3) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed three years.

Section D

V. Solicitation Provisions: Instructions to Offerors –

A. Submission of offers

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on letterhead stationery, or as otherwise specified in the solicitation. At a minimum, offers must show:

- 1) The solicitation number;
- 2) The time specified in the solicitation for receipt of offers;
- 3) The name, address, and telephone number of the Offeror;
- 4) A technical description of the Services being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- 5) Terms of any express warranty;
- 6) Price and any discount terms;
- 7) Remit to address, if different than mailing address;
- 8) A completed copy of the representations and certifications in Attachment 4 and Attachment 5;
- 9) Acknowledgment of solicitation amendments;
- 10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- 11) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

Proposals that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.

B. Period for acceptance of offers

The Offeror agrees to hold the prices 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.

C. Late submissions, modifications, revisions, and withdrawals of offers

- 1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the RL office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated RL office on the date that offers or revisions are due.
 - a) Any offer, modification, revision, or withdrawal of an offer received at the RL office designated in the solicitation after the exact time specified for receipt of

offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and:

- i. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the RL infrastructure not later than 4:00 p.m. one working day prior to the date specified for receipt of offers; or
 - ii. If this solicitation is a request for proposals, it was the only proposal received.
- b) However, a late modification of an otherwise successful offer, that makes its terms more favorable to RL, will be considered at any time it is received and may be accepted.
- 2) If an emergency or unanticipated event interrupts normal RL processes so that offers cannot be received at the RL office designated for receipt of offers by the exact time specified in the solicitation, and urgent RL requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal RL processes resume.
 - 3) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. An offer may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

D. Contract award

RL intends to evaluate offers and award a contract after a two week window for questions. RL reserves the right to request Best and Final Offers from Offerors, though RL does not anticipate this will be needed. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, RL reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. RL may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

E. Multiple awards

RL may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. RL reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer.

F. Data Universal Numbering System (DUNS) Number

The Offeror shall enter with its name and address on the cover page of its offer, the

annotation - DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the Offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional System for Award Management (SAM) records for identifying alternative Electronic Funds Transfer (EFT) accounts (*see* FAR Subpart 32.11) for the same concern. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An Offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>.

G. System for Award Management

Unless exempted by an addendum to this solicitation, by submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <https://sam.gov/SAM/> or by calling 1-866-606-8220.

VI. Addendum to Instructions to Offerors – Commercial Items

A. General

Any proposal that fails to comply in all respects with the following preparation and submission requirements may be rejected. Proposals must concisely address RL's requirements, and should not contain a significant amount of corporate boiler-plate marketing information. They must be prepared with Times New Roman 12-point font. Complete proposals must be submitted to Sean Bull, RL Project Manager for this procurement, no later than the date and time set forth in the RFP. **An electronic copy and one hard copy of the proposal are required.** Proposals may be mailed or delivered to: Rolka Loube, LLC, Attn: Sean Bull, 4423 N. Front Street, Harrisburg, PA 17110. Inquiries may be directed to Sean Bull by electronic mail at sbull@rolkaloube.com; or by telephone at (717) 303-3629.

B. Identification of Confidential Information

The proposal shall identify the method employed by the Offeror to identify information contained in the proposal that the Offeror contends is confidential information. RL will treat confidential information identified as such on the sheet in which such confidential information appears with the same degree of care that it employs in the handling of its own confidential business information. RL reserves the right to provide copies of proposals received to the FCC. The FCC may be required to disclose Contractor proposal information in accordance with the Freedom of Information Act (5 U.S.C. § 552), but if such disclosure is contemplated an Offeror would be provided the opportunity to object to

the release of confidential information (see 47 C.F.R. § 0.461(d)(3)).

Note: If Offerors submit technical information that the Offeror contends is a trade secret of the Offeror, RL will not be responsible for any loss or damage that the Offeror may sustain as a result of inadvertent disclosure by RL of such trade secrets contained in a proposal. RL does not consider pricing information to be technical information.

C. Proposal Format

Proposals shall be presented in two separate volumes (tabbed sections):

- 1) Volume I
 - a) Corporate Information
 - b) Technical Capability Information
 - c) Past Performance
- 2) Volume II
 - a) Price Proposal

Offerors shall address in their proposals each of the items set forth below. Responses to each item must include a cross-reference to the solicitation provision associated with each item.

D. Proposal Content

Each proposal volume must contain a cover page. The cover page shall include the name of the Offeror's organization, and the Offeror's contact name, address, telephone number, e-mail address, website address, date, a statement verifying the proposal is valid for a period of 120 days, and signature of a duly authorized Offeror representative.

- 1) **Corporate Information (Volume I)**
 - a) Executive Summary. This section shall summarize all key features of the proposal, including the identification of Subcontractors and affiliated individuals or firms that the 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 how they will meet their obligation to safeguard RL Confidential Information as set forth in Attachment 4. Offerors must explain in detail how they will establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of RL Confidential Information in their possession as required by Attachment 4.
 - c) Conflicts of Interest. RL is the appointed neutral administrator of the federal TRS Fund. Because of RL's unique role as neutral administrator, and is forbidden from advocating positions on interstate TRS policy matters before the FCC, it is essential that any Contractor providing assistance to RL in administering the TRS Fund maintain neutrality, both in fact and in appearance.

Offerors shall identify any actual or potential conflicts of interest involving the Contractor or any Subcontractor, and the means by which it proposes to avoid, neutralize, or mitigate such conflicts. Contractor shall report such conflicts or potential conflicts to RL and FCC OMD in writing and provide detailed information regarding the nature of the conflict, including as applicable: (1) any ownership, control or other business or contractual relationship(s) between the Contractor (or Subcontractor) and the Telecommunications Services Provider(s) or beneficiaries of, or other organizations that participate in, the universal service programs; (2) the percentage of Contractor's (or Subcontractor's) revenues received from, and Contractor's (or Subcontractor's) debt held by, Telecommunications Services Provider(s) or beneficiaries of, or other organizations that participate, in the universal service programs or contribute to the TRS Fund (the percentages shall be calculated for the Contractor's or Subcontractor's most recently completed fiscal year) in the preceding 12 months; and (3) whether any of the personnel assigned to this engagement also will be assigned to an engagement with a Telecommunications Services Provider or beneficiary of, or other organization that participates in, the universal service programs or contributes to the TRS Fund. Offerors must also identify any participation by the Offeror or any proposed Subcontractor(s) or key personnel associated with the Offeror in any of the federal Universal Service Support Mechanisms, including the TRS Fund.

This information must also be provided for any proposed Subcontractors. Offerors shall propose specific and detailed measures to avoid, neutralize, or mitigate actual, potential and/or apparent conflicts of interest raised by the affiliations and Services described above. Offerors should be as specific as possible in describing what the measures would be, how they would be implemented and monitored, and how they would eliminate or mitigate particular conflicts or concerns. In addition, if an Offeror's proposed measures include use of an affiliated organization, Offeror shall provide as much detail as possible regarding how the separateness of the organizations will be maintained and enforced, including with respect to staffing, confidential information, computer systems and other matters. If RL determines that Offeror's proposed mitigation plan does not adequately avoid, neutralize or mitigate the actual or potential conflicts, Offeror will not be eligible for award of a contract.

The Contractor must refrain from advocating policy positions with respect to federal universal service matters including TRS. If Offeror's organization has advocated policy positions on universal service in the past, or if it anticipates doing so in the future, discuss how it will comply with this contractual requirement.

- d) Litigation and Other Proceedings. The proposal shall identify any current or

threatened litigation or other proceeding, including bankruptcy and related matters, in any judicial court or administrative agency in any jurisdiction, as well as any matter currently in, or expected to be in, arbitration, mediation, or other form of dispute resolution, the resolution of which could materially affect the Offeror's financial strength or ability to perform the duties set forth in this RFP, and shall provide a summary description of the liabilities the Offeror anticipates may occur as a result of such proceedings.

- e) FCC rules provide that in choosing an auditing firm to conduct the annual financial audit, RL shall not engage any independent auditor who has been involved in designing any of the accounting or reporting systems under review in the audit. Offerors must confirm their compliance with this requirement in this proposal volume.

2) **Technical Capability Information (Volume I)**

- a) Technical Approach. Offerors must submit a detailed response to this RFP. 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. Technical proposals that merely repeat the requirements set forth in the RFP and state that Contractor will perform the statement of work or similar verbiage will be considered technically unacceptable and will not receive further consideration. RL is interested only in proposals that demonstrate the Contractor's expertise in performing engagements of this type as illustrated by the Offeror's description of how it proposes to perform the requirements set forth in this RFP.

- b) Corporate Resources and Experience

The proposal shall contain a concise description of the principal business of the Offeror and all Subcontractors and affiliated individuals or firms proposed to assist on this engagement, and should discuss the Offeror's capabilities for performing this Contract, including personnel resources and project management capabilities. Additionally, information regarding Offeror's capability should include the following:

- i. Experience in conducting audits in accordance to GAAS and GAGAS.
- ii. Experience, if any, with state universal service funds or with federal USF contributors or one or more of the Universal Service Support Mechanisms.
- iii. Describe how the Offeror's prior experience would impact efficiency in achieving the Contract objectives.
- iv. Describe how Offeror's firm has successfully met schedule constraints in performing similar projects.

- c) Key Personnel

- i. Identify by name all key personnel and their proposed roles in performing the Services. For each of these individuals, please provide a resume (not to exceed two pages) that includes their educational background, relevant job experience, GAGAS training and a list of specific relevant efforts they have supported, and

references. At a minimum, Offeror's proposed key personnel must include the partners, managers and team leaders for the financial statement audit.

- ii. If Offeror has information that any such key personnel anticipate(s) terminating his or her employment or affiliation with Offeror, Offeror shall identify such personnel and include the expected termination date in the proposal.

3) Past Performance Information (Volume I)

- a) Contractor shall include in Volume III a list of at least three current or recently completed contracts for the same or similar Services as those required by this solicitation. Each entry on the list shall contain the client's name, the project title, the period of performance, the Contract number, the Contract value, and two points of contact (including the telephone number and email address for each point of contact, if available). The list shall be included at the beginning of this section.
- b) Contractor shall provide descriptions of the relevant performance on each of the identified contracts. 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. Contractors shall also provide information on unique characteristics of the project, problems encountered and corrective actions taken. The past performance description shall also list the key personnel and Subcontractors who are being proposed for this effort and who also worked on the project cited in the detailed reference. Each overview shall not exceed three pages.
- c) If the Contractor intends to rely on the past performance of proposed key personnel or proposed Subcontractors performing major or critical aspects of this requirement, then the past performance information required by the preceding two paragraphs shall be included for these contracts.

4) Price Proposal (Volume II)

- a) Offerors shall complete the pricing information with this proposal. When developing proposed pricing, Offerors that are GSA Schedule holders are strongly encouraged to base their firm-fixed price proposals on prices that are equal to, or better than, the prices in their GSA Schedule contracts.
- b) Proposed firm-fixed prices must be sufficient to achieve the objectives and deliverables set forth in the Schedule, and must include all direct and indirect costs, including travel for all field work and onsite meetings.
- c) Offerors shall indicate any discounts being offered in their proposals.

VII. Evaluation and Award

A. Selection Factors

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

- 1) Technical capability;

- 2) Past performance; and
- 3) Price.

Technical capability and past performance, when combined, are significantly more important than price.

B. Options

RL will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. RL may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate RL to exercise the option(s).

C. Notice of Award/Acceptance

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, RL may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

D. Post-Award Requests for Information by Unsuccessful Offerors

Upon written request by an unsuccessful Offeror, RL will provide the following information:

- 1) The number of Offerors solicited;
- 2) The number of proposals received;
- 3) The name and address of each Offeror receiving an award;
- 4) The items, quantities, and any stated unit prices of each award. If the number of items or other factors makes listing any stated unit prices impracticable at that time, only the total contract price need be furnished in the notice. However, the items, quantities, and any stated unit prices of each award shall be made publicly available, upon request; and
- 5) In general terms, the reason(s) the Offeror's proposal was not accepted, unless the price information in paragraph D(4) of this section readily reveals the reason. In no event shall an Offeror's cost breakdown, profit, overhead rates, trade secrets, processes and techniques, or other confidential business information be disclosed to any other Offeror.

Section E

VIII. List of Attachments

- A.** Attachment 1 – Commission Guidance for Audit of the Administrator
- B.** Attachment 2 – Audit Process and Preliminary Timetable for 2018-2019 TRS Fund Annual Audit
- C.** Attachment 3 – Invoice Schedule
- D.** Attachment 4 – RL Non-Disclosure/Confidentiality Agreement
- E.** Attachment 5 – Data Security Addendum
- F.** Attachment 6 – RL Visitor Form

ATTACHMENT 1

Commission Guidance for Audit of the Administrator

The following describes the Administrator's functional requirements with regard to audit compliance:

1. The Administrator shall obtain an annual financial audit of the Interstate TRS Fund. This provision shall be satisfied by a solicitation from the Administrator for an independent financial audit of the TRS Fund, and such auditors shall report directly to the Commission. The annual independent audit must be done in compliance with GAGAS. The form and content of the audit program shall be submitted to the FCC for review and must be accepted by the FCC Contracting Officer prior to conducting such audit(s).
2. The independent auditor must make available to the FCC all documentation related to the audit, including its working papers, engagement letters, audit plans, memoranda, emails, letters, and any other information relating to the audit upon request.
3. The solicitation must be fair and open, and the selection process must be documented by the Administrator. In addition, the Contractor shall make available to the Contracting Officer, upon request, all Subcontractor quotes for all subcontracts valued at or above the micro purchase threshold.
4. The Administrator shall provide all information related to the Interstate TRS Fund, including associated administrative expenses, to the Commission and the Commission staff.
5. The Administrator shall provide all of the information and/or data, as required in the regular reporting requirements, to the Commission.
6. The Administrator shall provide any additional information and/or data as may be required by the Commission or federal government, as part of a formal information request.

ATTACHMENT 2

Audit Process and Preliminary Timetable for 2018-2019 TRS Fund Annual Audit

Requirement	Suggested and/or Required Date
1. Contract Award.	Anticipated February 1, 2019
2. Contractor will prepare detailed audit programs and submit to the FCC OMD for review.	Anticipated February 16, 2019
3. FCC OMD will review the draft audit program for consistency and adequacy of audit coverage (expected to be within 30 calendar days of receipt of the detailed audit program).	Anticipated
4. FCC OMD shall be informed of revisions made to the audit program.	Periodically, as needed
5. Contractor will provide FCC OMD an opportunity to attend all meetings where findings are discussed by notifying the FCC OMD of all such meetings as soon as they are scheduled. This includes entrance and exit conferences.	As necessary
6. Within 90 calendar days after the end of the audit period (i.e., December 31), but prior to discussing the audit findings with RL, the Contractor will submit a draft of the reports to the FCC OMD for review.	Required
7. FCC OMD reviews the drafts of the reports and working papers and offers comments and recommendations (expected to be about 45 days or so after receipt of drafts of reports).	Anticipated
8. The Contractor may request additional time to perform additional work as recommended by the FCC OMD.	As necessary
9. Within 15 calendar days after receiving the FCC OMD comments, the Contractor will submit a revised copy of the audit reports to RL for its comments as well as to the FCC OMD. FCC OMD comments that RL does not agree to shall be made a part of the audit reports as an attachment.	Dependent on completion of item 7

<p>10. Within 30 calendar days after receiving the reports, RL responds to the Contractor and provides a copy of its comments to the FCC OMD.</p>	<p>Dependent on completion of item 9</p>
<p>11. Within 10 calendar days from the receipt of RL's comments, the Contractor may respond to RL's comments and provide a copy of its responses to RL and the FCC OIG.</p>	<p>Dependent on completion of item 10</p>
<p>12. The Contractor will file the final reports with the FCC. The final reports will include the FCC OMD disputed comments, if any, RL's response, and the Contractor reply comments, if any. The final reports will be filed with the Secretary of the Commission, with a copy to the FCC OMD. The transmittal letter should be addressed to the</p>	<p>Dependent on completion of item 11</p>

ATTACHMENT 3

Invoice Schedule

Financial Statement Audit

Invoice Date	Percentage of Firm Fixed Price
45 days after Effective Date of contract or option, provided audit program is completed and accepted by RL.	25 percent of Firm-Fixed Price
90 days after Effective Date of Contract or option, provided Contractor is making satisfactory progress performing Contract.	25 percent of Firm-Fixed Price
Upon acceptance of draft findings and audit report by RL and FCC OMD.	30 percent of Firm-Fixed Price
Upon acceptance of final findings and audit report by RL and FCC OMD.	20 percent of Firm-Fixed Price

ATTACHMENT 4

RL NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

The Contractor and any personnel assigned to work on this Contract, including any employees, Subcontractors, Subcontractor employees, consultants, agents, or other representatives of the Contractor (collectively "the Contract personnel") are restricted as to their use or disclosure of non-public information obtained during the term of this Contract. Non-public information means information not generally available to the public including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege, and exempt from disclosure under the Federal Freedom of Information Act. Non-public information includes both information provided to the Contractor by the Interstate TRS Administrator and information resulting from performance of the Contract. It is the responsibility of the Contractor and Contract personnel to preserve all non-public information in confidence.

The Contractor and Contract personnel may not discuss or disclose non-public information, either within or outside of the Contractor's organization, except to: (a) RL personnel as designated by the RL President, Chief Operating Officer or Contracting Officer (Authorized Representative); (b) approved Contract personnel who have executed this RL Non-Disclosure/Confidentiality Agreement as necessary for performance of work under the Contract; or (c) as directed in writing by an Authorized Representative of RL. The Contractor is responsible for ensuring that all Contract personnel execute this Non-Disclosure/Confidentiality Agreement and provide their executed Non-Disclosure/Confidentiality Agreements to the Authorized Representative of RL before Contract personnel commence any work under this Contract. These procedures apply to any Contract personnel assigned to perform work under this Contract following award.

Requests for the use of any non-public information obtained during, or resulting from, the performance of the Contract must be addressed in writing to the Authorized Representative of RL and may not be disclosed in the absence of the approval of the President of RL. In the event the Contractor is issued a subpoena or court order, or receives a request from a third party, seeking information related to this contract, the Contractor shall notify RL in writing (which shall include the use of email) within one calendar day of knowledge or receipt of such request, whichever is sooner, and prior to disclosing the requested information.

The Contractor or contract personnel may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the RL Authorized Representative. In addition, the Contractor or contract personnel may not issue news releases, promotional materials, or similar items regarding contract award, contract modifications, or contract performance without the prior written approval of the RL Authorized Representative. Requests to make such disclosure should be addressed in writing to an Authorized Representative of RL.

The prohibition on disclosure of information described above is an ongoing obligation of the Contractor and Contract personnel and does not terminate with completion of work under this Contract or, with respect to Contract personnel, upon conclusion of an individual's employee/consultant/representative relationship with the Contractor or its Subcontractor(s).

Remedies. RL may terminate this Contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential organizational conflict of interest or even the appearance of a conflict of interest. If the Contractor was aware, prior to award, of an actual or potential organizational conflict of interest or facts or circumstances that could give rise to the appearance of a conflict of interest, or discovered an actual or potential conflict or any such information after award and did not make full disclosure or misrepresented the information to RL, RL may terminate the Contract for default and/or pursue such other remedies as may be permitted by law or this Contract.

The Contractor agrees to include in each subcontract or consultant agreement placed hereunder a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized by an Authorized Representative of RL.

Acknowledged and agreed:

Name (print)

By (signature): _____

Date: _____

CONFIDENTIALITY AGREEMENT - ATTACHMENT A

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

Confidential Information is defined as:

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

TRS contributor, potential TRS contributor, TRS beneficiary, applicant for TRS support, RL Contractor, or RL Staff Person.

7. Information to which RL, the FCC, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects RL, FCC or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes, but is not limited to, internal RL information, information exchanged between RL and the FCC or another government agency, and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of RL, the FCC, other government agencies, and their respective staff.

8. Information that was submitted with a corresponding written request for confidential treatment, protection, or nondisclosure, including, but not limited to, submissions marked "proprietary," "privileged," "not for public disclosure," or "market sensitive information," unless and until such request is denied.

9. Information developed in security investigations. Such information is the property of the investigative agency and may not be made available for public inspection without the consent of the investigative agency.

10. All audit, tax and financial material and information of any kind.

11. All information received from, or submitted to, the FCC in connection with the performance of the Contract.

ATTACHMENT 5

DATA SECURITY ADDENDUM

This Data Security Addendum (“DSA”) confirms “Agreement” between _____ (“Contractor”) and RolkaLoube Associates, LLC (“RL”) (together, the “Parties”) and is dated as of _____, 20__.

- 1) **Definitions.** Capitalized terms used herein shall have the meanings set forth in this Section 1.

"**Authorized Employees**" means Contractor's employees who have a need to know or otherwise access Personal Information to enable Contractor to perform its obligations under this Agreement.

"**Personal Information**" means information provided to Contractor by or at the direction of RL, information which is created or obtained by Contractor on behalf of RL, or information to which access was provided to Contractor by or at the direction of RL, in the course of Contractor 's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, IP addresses, or precise location data, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, an individual's (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, or medical insurance data. RL's business contact information is not by itself deemed to be Personal Information.

"**Security Breach**" means (i) any act or omission that materially compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Contractor, or by RL should Contractor have access to RL's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a

material compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

2) **Standard of Care.**

- a. Contractor acknowledges and agrees that, in the course of its engagement by RL, Contractor may create, receive, or have access to Personal Information. Contractor shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.
- b. In recognition of the foregoing, Contractor agrees and covenants that it shall:
 - i. keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - ii. not create, collect, receive, access, or use Personal Information in violation of law;
 - iii. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this DSA, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor 's own purposes or for the benefit of anyone other than RL, in each case, without RL's prior written consent; and
 - iv. not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees (an "Unauthorized Third Party") without RL's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Contractor shall (A) use best efforts and to the extent permitted by applicable law notify RL before such disclosure or as soon thereafter as reasonably possible; (B) be responsible for and remain liable to RL for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Contractor's own actions and omissions; and (C) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this DSA

relating to the treatment of Personal Information.

3) Information Security.

- a. Contractor represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal, state, and international privacy and data protection laws, as well as all other applicable regulations and directives.
- b. Contractor shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- c. Without limiting Contractor 's obligations under Section 3(a), Contractor shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this DSA.
- d. At a minimum, Contractor 's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Employees; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Personal Information stored on any media; (vii) encrypting Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Contractor and its other clients so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Contractor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Contractor 's employees.

- e. During the term of each Authorized Employee's employment by Contractor, Contractor shall at all times cause such Authorized Employees to abide strictly by Contractor obligations under this DSA. Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Contractor 's officers, partners, principals, employees, agents, or contractors.

4) **Security Breach Procedures.**

- a. Contractor shall:
 - i. provide RL with the name and contact information for an employee of Contractor who shall serve as RL's primary security contact and shall be available to assist RL twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - ii. notify RL of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of it; and
 - iii. notify RL of any Security Breaches by email to Contractor 's primary business contact within RL.
- b. Immediately following Contractor's notification to RL of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with RL in RL's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing RL with physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor 's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by RL.
- c. Contractor shall at its own expense take reasonable steps to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Contractor shall reimburse RL for all actual costs incurred by RL in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4(d).

- d. Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining RL's prior written consent, other than to inform a complainant that the matter has been forwarded to RL's legal counsel. Further, Contractor agrees that RL shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in RL's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- e. Contractor agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- f. Contractor agrees to fully cooperate at its own expense with RL in any litigation, investigation, or other action deemed reasonably necessary by RL to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

5) Oversight of Security Compliance.

Upon RL's written request, to confirm Contractor's compliance with this DSA, as well as any applicable laws, regulations, and industry standards, Contractor grants RL or, upon RL's election, a third party on RL's behalf, permission to perform an assessment, audit, examination, or review of all controls in Contractor's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to RL pursuant to this DSA. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for RL pursuant to this DSA. In addition, upon RL's written request, Contractor shall provide RL with the results of any audit by or on behalf of Contractor performed that assesses the effectiveness of Contractor's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.

6) Return or Destruction of Personal Information.

At any time during the term of this Agreement at RL's request or upon the termination or expiration of this Agreement for any reason, Contractor shall, and shall instruct all Authorized Persons to, promptly return to RL all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to RL that such Personal Information has been returned to RL or disposed of securely.

Contractor shall comply with all reasonable directions provided by RL with respect to the return or disposal of Personal Information.

7) **Equitable Relief.**

Contractor acknowledges that any breach of its covenants or obligations set forth in this DSA may cause RL irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, RL is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which RL may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this DSA to the contrary.

8) **Material Breach.**

Contractor's failure to comply with any of the provisions of this DSA is a material breach of the Engagement Letter. In such event, RL may terminate the Engagement Letter effective immediately upon written notice to the Contractor without further liability or obligation to Contractor.

9) **Indemnification.**

Contractor shall defend, indemnify, and hold harmless RL from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against RL arising out of or resulting from Contractor

RESPONSE:

This agreement sets forth the understanding of the engagement for RolkaLoubé:

By: _____

Title: _____

Date: _____

ATTACHMENT 6

RL VISITOR FORM

NAME:

RL ID Badge (VISITOR BADGE # _____)

Replacement value \$25.00.

Visitor Direction: Visitor is required to sign the Visitors Log at the reception area each day he/she will be working at RL offices. RL hours of operations are from 8:30 a.m. – 5:00 p.m. A Visitor needing to work within RL space outside of these standard hours must have his/her RL employee point of contact onsite with them at all times. If no RL point of contact is available, Visitor will not be permitted to work within RL space. Visitors are required to visibly display the assigned RL ID Badge at all times while in RL space. Visitors must present the assigned badge to any inquiring RL employee for security purposes. If Visitor's RL ID Badge is lost, missing or has been left at home, Visitor must notify the HR Director and be assigned another temporary badge. Visitor is required to pay RL the replacement value stated in this form for the RL ID Badge if Visitor does not return it immediately upon request by any RL employee, or at the end of Visitor's assignment.

RL Device and Network Security: RL performs periodic scanning of network devices. Any device connected to the RL network is subject to these scans. Visitor understands that if he/she is connected to the RL network, he/she consents to these scans.

Visitor agrees that he/she shall use his/her best efforts to ensure that no software, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, spyware, adware, drop-dead device, malicious logic, worm, Trojan horse, back door or trap door, that is designed to delete, disable, deactivate, interfere with, harm any software or systems, or RL's information, or that is intended to provide access to or produce modifications not authorized by RL or similar items ("Malicious Software") will be introduced into RL's systems or networks. Visitor agrees that, in the event Malicious Software is found to have been introduced into the systems used by Visitor, Visitor or the company he/she represents shall use its best efforts, at no charge to RL, to assist in reducing and eliminating the effects of the Malicious Software and, if the Malicious Software causes a loss of operational efficiency or loss of data, to mitigate and restore such losses.

If Visitor is using a RL workstation, laptop, mobile or other device and/or the RL network, then Visitor shall not, without the prior express written permission of the RL IT Security Manager, (i) install or download any software, personal content or 3rd party content through the RL

