



USAC Solicitation for Information Technology Staff Augmentation Services

SOLICITATION INFORMATION:

Method of Solicitation: Request for Proposal (“RFP”)
 Contract Period of Performance: One (1) year base plus two (2) option years
 Solicitation Number: IT-22-126
 Solicitation Issue Date: September 19, 2022
 Question Due Date: September 26, 2022 at 11:00 AM ET
 Offer Due Date: October 17, 2022 at 11:00 AM ET

CONTRACT TO BE ISSUED BY:

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

CONTACT INFORMATION:

USAC CONTACT INFORMATION	OFFEROR CONTACT INFORMATION
Anthony Smith Procurement Specialist Phone: 202-916-3486 Email: Anthony.Smith@usac.org	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

OFFEROR SIGNATURE:

Name and Title

Date

SECTION A:

About Us and the Work

1. ABOUT USAC

Through its administration of the Universal Service Fund (“USF”) programs on behalf of the Federal Communications Commission (“FCC”), the Universal Service Administrative Company (“USAC”) works to promote the availability of quality services at just, reasonable, and affordable rates, and to increase access to advanced telecommunications services throughout the nation. Specifically, the USF programs provide funding for the expansion of telecommunications and broadband access to rural communities and health care facilities, schools and libraries across the country, and low income households. Through program administration, auditing, and outreach, USAC works with contributors, service providers, and program beneficiaries to achieve the program goals articulated by the FCC for the High Cost, Lifeline, Rural Health Care, and Schools and Libraries programs.

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

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

High Cost Program

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

Lifeline Program

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

Rural Health Care (“RHC”) Program

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

Schools and Libraries (“E-Rate”) Program

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

Additional information on USAC programs can be found at:

<https://www.usac.org/about/universal-service/>

2. PURPOSE OF THIS RFP

The purpose of this Request for Proposal (“RFP”) is to provide USAC with qualified staff/resources who have the capability to perform the tasks described in Section B. Statement of Work.

USAC will award multiple indefinite-delivery, indefinite-quantity (“IDIQ”) task order-based Contract(s) (“Task Orders”) resulting from this RFP to the responsible selected contractor(s) whose offer(s) are most advantageous to USAC with respect to price and certain other factors



discussed herein. The selected contractor(s) will be responsible for performing these objectives in accordance with Section B. Statement of Work.

All entities awarded work under the Contract and who were provided this RFP are referred to as an “Offeror”. The Offeror that is awarded a Contract pursuant to this RFP is referred to as “Contractor”.

3. CONFIDENTIALITY

This RFP and any resultant contract is subject to the terms of the Confidentiality Agreement (attached hereto as Attachment 3), which must be executed by Offeror (as defined in Section A.2) and submitted along with any proposal for this RFP.

SECTION B:

Statement of Work

1. OVERVIEW

The Universal Service Administrative Company (“USAC”) is requesting proposals from qualified organizations to provide Information Technology (“IT”) Staff Augmentation Services. USAC is seeking to supplement human capital professionals on an as-needed basis. Multiple contractors across many IT disciplines are desired for this effort.

USAC’s goal with this procurement is to build a group of contractors who will collaborate with us to fulfill our mission to serve our internal and external stakeholders. Through several key services, we anticipate needing support from time to time to either augment our internal capabilities or accelerate existing projects. We are looking for partners who are passionate about the mission and vision of universal service, and who are experts in the services outlined in this Section B.

2. TYPE OF CONTRACT

The Contracts to be awarded pursuant to this RFP (Contracts or Contract) will be multiple award, IDIQ Task Orders. USAC intends to award multiple Contracts under this procurement. Pricing of Task Orders issued under the Contracts will be on a labor hours or time and material (T&M) basis. Each awardee under the Contract (Contractor or Contractors) shall base its proposed Task Order pricing on the fixed labor rates attached to the Contractor’s proposal, in the form of the Bid Sheet, **Attachment 1**. Fixed labor-hour rates must be fully burdened, and must include all wages, overhead, general and administrative expenses, taxes (including all sales and use taxes), and profit for each category of labor. USAC will not reimburse any travel related costs under the awarded Contracts.

3. CONTRACT TERM

The term of each Contract shall be for a base period of one year (the “Initial Term”) with two (2) one-year renewal options (each an “Optional Renewal Term”). The Initial Term, together with any exercised Optional Renewal Term, shall be defined as the “Contract Term”. The duration of the Contract shall be the Contract Term unless extended by USAC pursuant to Section C.36 or terminated sooner in accordance with the Contract. The Contract Term shall commence on the first day of the Contract period of performance as stated in the solicitation information (the “Effective Date”) set forth in the Contract. USAC may award Task Orders at any time during the Contract Term. The performance period of each Task Order will be stated within the Task Order. USAC anticipates that the Task Order performance period will be within the Contract Term, but the performance period may extend beyond the Contract Term in accordance with this section.

USAC may require continued performance of the Services (as defined in Section C.1) within the limits and at the costs specified in the Contract. USAC may also extend the Contract Term as necessary.

4. COMPANY PROFILE

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

5. USAC PROGRAM MANAGER AND CONTRACTS ADMINISTRATOR

The Program Manager (“PM”) for the Contract is TBD, the USAC point of contact for overseeing the performance of services. USAC’s Contracts Administrator (“CA”) for the Contract is TBD, the USAC point of contact for contractual matters (e.g., proposal submissions, Task Order modifications and other matters not related to performance).

6. WHERE THE WORK TAKES PLACE

- A. All required Contract Services under the awarded Contract must be performed within the United States at either USAC’s headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005 (“USAC Headquarters”), virtually, or at such other location as USAC may approve in its sole discretion. Presently, USAC has a hybrid work approach requiring contractors to be in the USAC office at least 2 days per week.
- B. Contract kick-off meeting may be held at USAC Headquarters or virtually. USAC will not reimburse Contractor for any travel related expenses for the kick-off meeting, status meetings, or other meetings.
- C. Contractor shall schedule, coordinate, and hold a Contract kick-off meeting, no later than ten (10) workdays after any Contract award, at the location approved by USAC. The meeting will provide an introduction between Contractor Personnel (as defined in Section C.1.G) and USAC personnel who will be involved with the awarded Contract. The meeting will provide the opportunity to discuss technical, management, and security issues, and review Contractor’s proposed project timeline and reporting procedures. At a minimum, the attendees shall include Key Personnel (as described in Section C.1.Z), Contractor Personnel capable of obligating the Contractor, and USAC personnel.
- D. Services requiring work at USAC Headquarters will include appropriate work space and appropriate access to USAC’s computer network. **NOTE: To access USAC IT Systems, Contractor Personnel must sign USAC’s IT Security Rules of Behavior Form a complete mandatory IT security and privacy awareness online training Contractor Personnel may be required to complete role-based Privacy Act training if accessing**



USAC information systems designated as federal system of records (i.e. National Verifier and National Lifeline Accountability Database –“NLAD”).

- E. Status update meetings and other meetings may be held virtually, except to the extent that USAC or Contractor requires in-person presence, and should be held in accordance with USAC and Contractor Continuity of Operations Plan (“COOP”). While present at USAC Headquarters for meetings or to perform the assigned activities, Contractor Personnel will be considered as visitors. All visitors are required to complete USAC’s Visitor Form, [USAC Visitor Form](#), and wear a badge while on premises. The Contract kick-off meeting and all in-person meetings will be held at USAC Headquarters or other reasonable locations designated by USAC. Contractor may also be required to attend meetings at the FCC Offices located at 45 L Street NE, Washington, DC 20554.
- F. Upon written request by USAC, Contractor shall provide a COOP including business continuity plans, disaster recovery plans, emergency operations plan and procedures, and associated plans and procedures in the event performance must be conducted virtually.

7. TASK ORDER PROCESS

- A. *Available Pool of Candidates.* All Contractors must be capable of providing experienced and qualified professional personnel to perform specified Task Order activities in accordance with timing requirements set forth in each Task Order. USAC will not exercise the option years with Contractors with no response to Task Orders within the last twelve (12) months.
- B. *Issuance of Task Orders.* USAC will issue Task Orders in accordance with the procedures set forth below. As specified in each Task Order issued to the Contractor, Contractor will provide experienced personnel who are capable of performing the tasks described in, and who meet the qualifications listed under, the position descriptions set forth in Attachment 2, Position Descriptions.
- C. *Work Schedule.* Unless otherwise specified in a Task Order, Contractor Personnel assigned to a Task Order shall maintain a work schedule consistent with USAC normal business hours and work practices. USAC’s normal business hours are Monday through Friday (9:00AM-6:00PM ET). Contractor Personnel are expected to comply with all of USAC’s rules pertaining to conduct in the workplace. Any change in Contractor Personnel must be approved, in writing, by the USAC Procurement department and reflected in a revised Task Order, or otherwise in writing by USAC.
- D. *Task Order Selection.* USAC will issue Task Order request for resumes to Contractors, requesting personnel for specific positions. In order to be considered and selected for a Task Order award, each Contractor shall submit resumes via USAC’s resume portal, iCIMS, in response to each Task Order request for resumes. Submissions of resumes in iCIMS must include the following information:
 - Brief description of each candidate’s experience as it relates to the requested position.



- Proposed bill rate for each candidate. Offerors should consider discounts off awarded bill rates whenever possible.
- Availability to interview (i.e. interview within 48 hours)
- Availability to start (i.e. 2-weeks' notice)

E. *Notice of Task Order Award.* USAC will review submitted resumes/summaries and notify the Contractor if USAC is interested in the proposed personnel. USAC's notification will include proposed dates (usually within two to three days) for an interview with the USAC manager responsible for the hire. Contractor will coordinate with the candidate and respond to USAC within 48 hours regarding the proposed personnel's availability for the proposed calls. If Contractor is unable to make the proposed personnel available within three days of the notification, USAC may withdraw its invitation for phone screening/interview.

F. *Interviews.* USAC may notify Contractor that phone, in-person, or speed interview(s) are desired, and will provide dates and times for such interview(s), which will typically be within one (1) week of the notification. Contractor(s) shall work with the proposed personnel and USAC to arrange a time for the interview(s) at USAC headquarters. Once a mutually convenient date is identified, USAC will send a confirmation email to Contractor.

Contractor is responsible for communicating with the proposed candidate and USAC to coordinate the interview logistics. If Contractor cannot schedule the interview(s) within three (3) days of the notification because of the proposed personnel's unavailability, USAC may withdraw its invitation for the interview(s) and reject the proposed personnel from further consideration.

G. *Non-Compliance with Task Order Process.* Failure to comply with the procedures and requirements in this section may result in USAC's rejection of proposed candidates.

8. SCOPE OF SERVICES AND SERVICE CATEGORIES

A. *Qualified Personnel.* Each Contract awarded pursuant to this RFP is for IT staff augmentation services. Contractor must be capable of providing experienced and qualified temporary personnel to perform specified Task Order activities in accordance with timing requirements set forth in the Task Orders. The scope of each Contract includes staffing for the labor categories stated in Section B.9.B.

B. *Full Time Commitment.* Contractor Personnel assigned to a Task Order will be supervised by USAC personnel with regard to their day-to-day duties under the Task Order. Contractor Personnel assigned to a Task Order must be available for full-time commitment to USAC during the term of the Task Order.

C. *Schedule; No Overtime.* Unless otherwise specified in a Task Order, Contractor Personnel assigned to a Task Order shall maintain a daily and weekly work schedule consistent with USAC normal business hours and work practices. Work schedules for Contractor



Personnel must be approved by the USAC manager for that personnel. Contractor Personnel are expected to comply with all of USAC's rules pertaining to conduct in the workplace. Overtime is not permitted unless approved in advance by IT Leadership and Procurement.

- D. *Practices.* Work performed under a Task Order must be conducted according to the practices delineated in the Task Order.
- E. *Additional Personnel Qualifications.* All personnel assigned to Task Orders shall, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.
- F. *Background Check.* All personnel proposed by Contractor for work on any Task Order must meet all the qualifications for their respective position set forth in Attachment 2, and must have successfully undergone a federal and state criminal background check within thirty (30) days of ~~submission of the~~ Task Order ~~proposal~~award. Contractor shall make the criminal background check available to USAC upon request.
- G. *Prescreening of Personnel.* Contractors are required to prescreen the candidates and evaluate the candidates for applicable technical competencies prior to submitting them to USAC. Contractor shall provide a summary of such screening outlining why USAC should consider the candidate for the given position with the submission of resume.
- H. *Work Authorization.* Candidates proposed for any given position should be legally authorized to work in United States. Contractor should certify the work authorization with each submission. USAC may require submitted candidates for certain labor categories to be a W2 employee of the Contractor. This requirement will be included in Task Order request for resumes as needed.

9. KEY PERSONNEL AND LABOR CATEGORIES

- A. **Key Personnel:** *Contractor Account Manager.* Contractor shall assign a single point of contact to manage the day-to-day activities of the Contract ("Contractor Account Manager"). Contractor Account Managers shall communicate directly with a USAC Procurement Specialist, and shall only communicate directly with USAC IT managers via email. Communications to USAC managers shall be limited to performance of Contractors only. All other communications regarding open positions, upcoming positions, backfill positions, bill rates, extensions, and anything contractual shall be communicated to a USAC Procurement Specialist.
- B. **Labor Categories:** The Contractor shall provide IT support staffing for one or more of the following labor categories:
 - 1. Agile Project Manager II
 - 2. Agile Project Manager III



3. Business Systems Analyst III - GIS
4. Database Engineer II Oracle/SQL
5. Database Engineer III PostgreSQL
6. Database Engineer III MySQL/MariaDB
7. IT Project Manager I
8. IT Project Manager II
9. IT Project Manager III
10. Performance Engineer
11. Performance Engineer - Appian
12. Software Automation Developer II
13. Software Automation Developer III
14. Software Automation Developer IV
15. Senior Business Intelligence Analyst
16. Senior GIS Analyst
17. Senior MDM/Data Modeling
18. Senior PMO Analyst
19. Service Desk Engineer I
20. Service Desk Engineer II
21. Service Desk Technician I
22. Service Desk Technician II
23. Software Developer I - CMS/WordPress Developer
24. Software Developer I - Web Front End Developer
25. Software Developer II - Appian BPM
26. Software Developer III - Appian BPM
27. Software Developer IV – Appian BPM
28. Software Developer III - Concordance
29. Software Developer II - JAVA
30. Software Developer III - JAVA
31. Software Developer IV - JAVA
32. Systems Analyst I
33. Systems Analyst II
34. Systems Analyst III
35. Systems Analyst IV
36. Systems Configuration Engineer - Appian BPM
37. Technical Writer II
38. Web Front-End Developer II
39. WordPress and Front-End Developer II
40. Senior Splunk Engineer
41. ServiceNow Technical Lead
42. Business Architect
43. Cloud Architect
44. Data Architect
45. Enterprise Architect
46. System Architect
47. Cloud Engineer
48. Product Owner



10. ADDITIONAL SERVICES AND DELIVERABLES

- A. *Reasonably Within Scope Services.* Contractor Personnel assigned to a Task Order shall perform all the Services identified in the Task Order, and any tasks assigned by the USAC manager that reasonably fall within the scope of the Task Order, to the reasonable satisfaction of USAC.
- B. *Contractor Weekly Timesheets.* Each Contractor Personnel assigned to a Task Order shall submit via email to their USAC manager an **Electronic Timesheet** stating the actual hours worked. Approved timesheets for a given week of work shall be submitted to the USAC manager by close of business the following Monday.
- C. *Monthly Reports.* Contractor must submit bi-weekly reports in accordance with the requirements listed in **Section C.10, Reports**.
- D. *Confidentiality Agreements.* Each of Contractor's personnel assigned to a Task Order shall sign USAC's Confidentiality Agreement set forth in **Attachment 3**, as a condition to performance under the Contract. Upon the termination of any Task Order, Contractor and any subcontractor(s), shall remind their employees of their continuing confidentiality obligations.
- E. *Background Check.* Within thirty (30) days of Task Order award, Contractor shall submit an email confirmation that assigned personnel has successfully passed all required criminal background checks in accordance with Contractor's policy. At a minimum, the investigation shall include, but not limited to a 7 year criminal background check.
- F. *Replacement Efforts.* In the event Contractor Personnel assigned to a Task Order leaves prior to the Task Order end date, Contractor will be given the opportunity to backfill the position. If the replacement candidate is not selected within thirty (30) days of notification, the position will be opened to other firms.
- G. *Communications.* Contractor shall direct all communications to the USAC Procurement Specialist. Neither Contractor, nor the proposed Contractor Personnel, shall communicate directly with any other USAC employees, involved in the selection process, without permission from the USAC Procurement Specialist. All communications shall be routed through USAC's Procurement Specialist.
- H. *Additional Deliverables.* Additional deliverables may be required as specified in individual Task Orders.

11. CONTRACT TO HIRE

USAC, at any time, shall have the option (but not the obligation) to convert Contractor Personnel assigned to Task Orders to USAC full-time employee positions with no conversion fee.

12. TRANSITION OF INCUMBENTS

- A. *New Contractors May be Required to Hire Personnel of Incumbent Contractors.* USAC's current IT staff augmentation incumbents are vital to the success of our mission critical IT projects. New Contract awardees may be required to transition current incumbent personnel upon award of the new Contract. Incumbent personnel shall be assigned to new awardees at USAC's direction based on the most effective cost benefit to USAC.
- B. *Cooperation Between Incumbent Contractors and New Contractors.* Incumbent (current) contractors shall work with new Contractors to provide a smooth transition of personnel and shall not create any unnecessary delays. Any issues that will cause significant delays to the transition shall be communicated to the USAC Transition Lead (defined in Section B.13.A) assigned to the position within 24 hours of the incumbent contractor or the new Contractor becoming aware of the issue. The USAC Transition Lead will work with the Contractor towards resolution.
- C. *Transition Period.* Transition of incumbents (if applicable) is estimated to be completed by the Contract effective date of TBD. **Note: Information for incumbents shall be provided at Contract award, if applicable.**

13. TRANSITION PLAN & APPROACH

- A. *Transition Leads and Point Of Contacts.* USAC shall appoint "Transition Leads" to manage the transition process referenced in Section B.12. Within twenty-four (24) hours of notice of award of any Contract(s) pursuant to this RFP, USAC shall provide the selected Contractors with a list of incumbents, current contractors, and assigned Transition Leads.
- B. *Communications Between Contractor and Incumbent.* Current contractors and new Contractors shall communicate with the USAC Transition Lead assigned to positions in accordance with Section B.12 and this Section B.13.
- C. *Transition Plan.* Within five (5) business days of Contract award, each Contractor shall provide to USAC a draft transition plan ("Transition Plan") which must include the following information:
 - 1. **Executive Summary:** The purpose of the executive summary is to describe the Transition Plan at a high level and what the Transition Plan should accomplish. This section should include an overview and history of the Contract, who the Contract is currently with, who it is transitioning to, and the timeframe/period of transition.
 - 2. **Transition Approach:** This section of the Transition Plan should discuss the overall approach to the transition. Some items which must be considered are: will Contractor increase/decrease staff to handle and manage the transitions? How long is the transition? Include any assumptions.



- 3. Transition Team Organization:** This section of the Transition Plan should provide an organizational chart showing all resources and their roles in the transition (i.e. transition project manager, etc.). At a minimum, transition team should include the transition project manager. USAC team members below should be included in the plan.

Organization	Title	Roles/Responsibilities
USAC	Transition Project Manager & Transition Leads	Coordinate activities between contractors throughout transition; provide workspace for all transition staff; facilitate transition meetings as required
USAC	Procurement Specialist	Responsible for overseeing all contract actions and deliverables; responsible for ensuring accountability on all funding and budget items pertaining to the contract
Awardee	Transition Project Manager	Work with incumbent contractor and USAC Transition Leads to coordinate and schedule all transition activities; provide weekly reporting on transition progress
Incumbent Contractor	Transition Project Manager	Work with awardee and USAC Transition Leads to coordinate and schedule all transition activities; provide weekly reporting on transition progress

- 4. Workforce Transition:** This section of the Transition Plan should outline the process and the level of work to be performed in transitioning incumbent contractors from one contractor to another. The plan should include a process and any requirements for H1B Visa transfers, and a required timeline for H1B incumbents. Contractor shall describe their approach to maintain and/or attract personnel assigned to awarded Task Orders. Include any assumptions.

- 5. Schedule:** This section of the Transition Plan should include an estimated timeline of the transition period assuming award notice date of November 1, 2022, and 30 incumbent contractors on boarded effective December 1, 2022. Schedule shall include key milestone dates required for incumbent contact, required documentation, USAC responses for information, and any other key milestone dates identified by Contractor.

Schedule shall be submitted as an attachment to the Technical Volume in Microsoft Project format.

- 6. Handover & Acceptance:** This section of the Transition Plan should discuss the handover and acceptance process from one contractor to another. Contractor shall propose a sample checklist for formal sign-off at the end of the transition.



- D. *Transition Plan Acceptance.* Contractor's draft Transition Plan is subject to USAC approval. Contractor shall promptly execute the approved Transition Plan. USAC will make the final determination of when transition is completed in accordance with the approved Transition Plan, and will provide formal acceptance indicating such on a final checklist developed as part of the Transition Plan. Checklists indicating the Transition Plan have been completed must, at a minimum, be signed by the Contractor transition manager, the incumbent transition manager, and the USAC Transition Managers.

SECTION C: USAC Terms and Conditions

1. DEFINITIONS

- A. “Added Service” means a service that Contractor may perform for USAC that is not specified in the Scope of Work part of the Contract.
- B. “Code” means the United States Bankruptcy Code.
- C. “Confidential Information” is defined in Section 16 of these USAC Terms and Conditions.
- D. “Contract” means these USAC Terms and Conditions, and any documents attached to these USAC Terms and Conditions that constitutes the entire agreement between the parties with respect to the subject matter hereof.
- E. “Contract Term” means the Initial Term of these USAC Terms and Conditions and any executed Optional Renewal Terms.
- F. “Contractor” means the Offeror (as defined elsewhere in the Contract) whose proposal was selected for award of the Contract.
- G. “Contractor Personnel” means Contractor’s employees, subcontractors, consultants, and agents used to provide Services and/or create Deliverables under this Contract, including, but not limited to, Key Personnel. “Contractor Personnel” also includes the entity that employs Contractor’s employees, subcontractors, consultants, and agents in all cases except where the context clearly references only individuals.
- H. “COTS” means commercial off-the-shelf Software.
- I. “Courts” means the district and, if applicable, federal courts located in the District of Columbia.
- J. “CSP” means the USAC Coupa Supplier Portal, which is a method of paying USAC invoices.
- K. “Data” means information, regardless of the form or media.
- L. “Data Breach” means“ the loss of control, compromise, unauthorized disclosure, unauthorized movement, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses USAC’s sensitive information (including PII, Data, Confidential Information, USAC Information) and/or USAC IT Systems or (2) an authorized user accesses or potentially



- accesses USAC’s sensitive information (including PII, Data, Confidential Information, USAC Information) and/or USAC IT Systems for any unauthorized purpose. Types of Data Breaches include, but are not limited to, Data Loss, Data Theft, and Exfiltration.
- M. “Data Loss” means the result of unintentionally or accidentally deleting data, forgetting where it is stored, or exposure to an unauthorized party.
- N. “Data Security Laws” is defined in Section 18.A of these USAC Terms and Conditions.
- O. “Data Theft” means the deliberate or intentional act of stealing of information.
- P. “Deliverables” means the goods, items, products, and materials that are to be prepared by Contractor and delivered to USAC as described in the Contract.
- Q. “Derivative Works” means any and all modifications or enhancements to, or any new work based on, in whole or in part, any USAC Information, Confidential Information, Data, Software, or Deliverable regardless of whether such modifications, enhancements or new work is defined as a “derivative work” in the Copyright Act of 1976.
- R. “Discloser” means a party to this Contract that discloses Confidential Information to the Recipient.
- S. “Exfiltration” means the unauthorized transfer of information from USAC IT Systems.
- T. “FCC” means the Federal Communications Commission, including, but not limited to, the Office of the Managing Director, the Office of Economics and Analytics, the Wireless Telecommunications Bureau, the Enforcement Bureau, the Wireline Competition Bureau, and the Public Safety and Homeland Security Bureau.
- U. “FedRAMP-Authorized Designation” means a cloud product or service that satisfies the security assessment, authorization, and continuous monitoring requirements of the Federal Risk and Authorization Management Program (or “FedRAMP”).
- V. “FIPS” means Federal Information Processing Standard.
- W. “FISMA” means the Federal Information Security Management Act, 44 U.S.C. §3541, *et seq.*, as amended by the Federal Information Security Modernization Act of 2014, and their implementing and successor regulations.
- X. “Initial Term” means the original duration of these USAC Terms and Conditions as described in Section 2 of these USAC Terms and Conditions.
- Y. “IaaS” means Infrastructure as a Solution.

- Z. “Key Personnel” means the full-time employees of Contractor that are in the positions identified elsewhere in the Contract as those that are required to perform the Services.
- AA. “Malicious Code” or “Malware” means any software, firmware, program, routine, protocol, script, code, command, logic, or other feature that performs an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system and that is: (a) is designed to (i) disrupt, disable, deactivate, interfere with, or otherwise compromise USAC IT Systems, or (ii) access, modify, disclose, transmit, or delete PII, Data, Confidential Information, or USAC Information; or (b) either inadvertently or upon the occurrence of a certain event, compromises the confidentiality, integrity, privacy, security, or availability of PII, Data, Confidential Information, USAC Information, or USAC IT Systems. Examples of Malicious Code include, but are not limited to, viruses, worms, bugs, ransomware, spyware, bots, backdoors, devices, and Trojan Horses.
- BB. “Malicious Cyber Activity” means any activity, other than those activities authorized by or in accordance with any U.S. federal or state law, that seek to compromise or impair the confidentiality, integrity, or availability of computers, information or communications systems, networks, physical or virtual infrastructure controlled by computers or information systems, or information resident thereon.
- CC. “NARA” means the National Archives and Records Administration.
- DD. “NIST” means the National Institute of Standards and Technology.
- EE. “OMB” means the Office of Management and Budget.
- FF. “Optional Renewal Term” means an additional one year period that can extend the duration of these USAC Terms and Conditions at USAC’s sole discretion as described in Section 2 of these USAC Terms and Conditions.
- GG. “PaaS” means Platform as a Service.
- HH. “PII” means Personally Identifiable Information, which is any information about an individual that can be used to distinguish or trace an individual’s identity either alone or when combined with other information that is linked or linkable to a specific individual. Examples of PII include name, address, telephone number, date and place of birth, mother’s maiden name, biometric records, etc.
- II. “Procurement Regulations” mean the following provisions of the Code of Federal Regulations: 2 C.F.R. §§ 200.318-321, 200-323, 200.325-326 and App. II to C.F.R. Part 200.
- JJ. “Recipient” means a party to this Contract that receives Confidential Information from a Discloser.

- KK. “SaaS” means Software as a Service.
- LL. “SAM” means the System for Award Management or suspension or debarment status of proposed subcontractors that can be found at <https://www.sam.gov>.
- MM. “SAN” means the Supplier Actionable Notification, which is a method of paying USAC invoices.
- NN. “Security Incident” means any event or occurrence that actually or potentially compromises or jeopardizes the confidentiality, integrity, privacy, security, or availability of PII, Data, Confidential Information, USAC Information, or USAC IT Systems regardless of whether such event or occurrence: (a) poses a material or imminent threat to such PII, Data, Confidential Information, USAC Information, or USAC IT Systems, or (b) results in a Data Breach. Without limiting the foregoing, any attempt to compromise or jeopardize the confidentiality, integrity, privacy, security, or availability of PII, Data, Confidential Information, USAC Information, or USAC IT Systems or USAC’s access to or use thereof, shall be considered a Security Incident.
- OO. “Services” means the services, tasks, functions and responsibilities described in the Contract.
- PP. “Software” means any application programming interface, content management system or any other computer programs, protocols, and commands that allow or cause a computer to perform a specific operation or series of operations, together with all Derivative Works thereof.
- QQ. “Solicitation” means the request for Services described in the Contract.
- RR. “Sub-Recipient” means a partner, joint venturer, director, employee, agent and subcontractors of a Recipient to whom a Recipient must disclose Confidential Information.
- SS. “USAC” means Universal Services Administrative Company.
- TT. “USAC Information” means any Data, materials, or communications in any form or format, whether tangible or intangible, spoken or written (regardless of media) provided by USAC to Contractor for use in the performance of the Contract, Data that is collected, developed or recorded by Contractor in the performance of the Contract, including without limitation, business and company personnel information, program procedures and program specific information, and Derivative Works thereof. All USAC Information is Confidential Information and subject to all requirements in Section 16 of these USAC Terms and Conditions.
- UU. “USAC IT System(s)” means USAC’s electronic computing and/or communications systems (including but not limited to various internet, intranet, extranet, email and voice mail).

VV. “USAC Terms and Conditions” means this document that provides the legal terms that govern this Contract.

WW. “USF” means the Universal Service Fund.

2. TERM

The Initial Term is the period of time from the Effective Date (as defined in the Contract) of the Contract to TBD. After the conclusion of the Initial Term, USAC will have the right to extend the Contract Term by exercising up to two (2) one-year Optional Renewal Terms. USAC may exercise an Optional Renewal Term by written notice to Contractor within ten (10) days prior to expiration of the then current Initial Term or Optional Renewal Term.

3. ACCEPTANCE / REJECTION

Contractor shall only tender for acceptance Services and Deliverables that conform to the requirements of the Contract. USAC will, following Contractor’s tender, inspect or test the Deliverables or Services and:

- A. Accept the Services and Deliverables; or
- B. Reject the Services and Deliverables and advise Contractor of the reasons for the rejection.

USAC will only accept Services or Deliverables that meet the acceptance criteria described in a statement of work or scope of work to the Contract. If the Service or Deliverable is Software or hardware intended for USAC IT Systems, USAC will require acceptance testing during an acceptance period that will be described in a statement of work or scope of work to the Contract.

USAC will reject any Service or Deliverable that does not conform to the acceptance criteria described in a Statement of Work or Scope of Work to the Contract. If rejected, Contractor must repair, correct or replace nonconforming Deliverables or re-perform nonconforming Services, at no increase in Contract price. If repair, correction, replacement or re-performance by Contractor does not cure the defects within thirty (30) calendar days or if curing the defects is not possible, USAC may terminate for cause under Section 12 of these USAC Terms and Conditions, below, and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

Unless specified elsewhere in the Contract, title to items furnished under the Contract shall pass to USAC upon acceptance, regardless of when or where USAC takes possession.

4. ENTIRE CONTRACT / BINDING EFFECT

The Contract supersedes and replaces all prior or contemporaneous representations, dealings, understandings or agreements, written or oral, regarding such subject matter. In the event of any conflict between these USAC Terms and Conditions and any other document made part of the Contract, the USAC Terms and Conditions shall supersede. Any waiver of any provision of the Contract will be effective only if in writing and signed by the party granting the waiver. The Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.

5. MODIFICATIONS

The terms of the Contract, including these USAC Terms and Conditions, shall not be modified other than in writing executed by both parties.

6. INVOICES

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

7. FEES AND RATES INCLUSIVE OF ALL CHARGES AND TAXES

All fees and labor rates specified in the Contract include all charges for labeling, packing, packaging, loading, storage, inspection, insurance, profit and applicable federal, state, or local sales, use, or excise taxes.

8. PAYMENT

Contractor shall be paid for Services performed on a fixed-price, service category rate basis using the service categories and fixed rates set forth in **Attachment 1**. USAC will pay invoices submitted in accordance with Section 6 of these USAC Terms and Conditions within thirty (30) calendar days of receipt of invoice, provided the Services and/or Deliverables have been delivered and accepted by USAC.

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

10. REPORTS

If any reports are required as part of this Contract, all such reports shall be accurate and timely and submitted in accordance with the due dates specified in this Contract. Should Contractor fail to submit any required reports or correct inaccurate reports, USAC reserves the right to delay payment of invoices until thirty (30) days after an accurate report is received and accepted.

11. TERMINATION FOR CONVENIENCE

USAC may terminate the Contract for any reason or no reason upon one (1) day prior written notice to Contractor without any liability or obligation thereafter. Subject to the terms of the Contract, Contractor shall be paid for all time actually spent performing the Services required by the Contract up to date of termination, plus reasonable charges that USAC, in its sole discretion, agrees in writing have resulted directly from the termination.

12. TERMINATION FOR CAUSE

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

13. STOP WORK ORDER

USAC may, in its sole discretion and without further obligation or liability, issue a stop work order at any time during the Contract Term. Upon receipt of a stop work notice, or upon receipt of a notice of termination (for cause or convenience), unless otherwise directed by USAC in writing, Contractor shall, on the stop work date identified in the stop work or termination notice: (a) stop work, and cause Contractor Personnel to stop work, to the extent specified in said notice; and (b) subject to the prior written approval of USAC, transfer title and/or applicable licenses to use, as appropriate, to USAC and deliver to USAC, or as directed by USAC, all USAC Information, Confidential Information, Data, Software, Deliverable, or any Derivative Work to any of the preceding, whether completed or in process, for the work stopped. In the event of a stop work order, all deadlines in the Contract shall be extended on a day for day basis from such date, plus reasonable additional time, as agreed upon between the parties, acting in good faith, to allow Contractor to reconstitute its staff and resume the work.

14. LIMITATION OF LIABILITY

Except in cases of gross negligence or willful misconduct, in no event shall USAC be liable for any consequential, special, incidental, indirect or punitive damages arising under or relating to the performance of the Contract. USAC'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 the Contract shall in no event exceed the aggregate amount paid by USAC to Contractor in the year preceding the most recent of such claims. All exclusions or limitations of damages contained in the Contract, including, without limitation, the provisions of this Section, shall survive expiration or termination of the Contract.

15. INDEMNITY

Contractor shall indemnify, hold harmless and defend USAC and its directors, officers, employees and agents against any and all demands, claims and liability, costs and expenses (including attorney's fees and court costs), directly or indirectly related to: (a) any claims or demand for actual or alleged direct or contributory infringement of, or inducement to infringe, or misappropriation of, any intellectual property, including, but not limited to, trade secret, patent, trademark, service mark, or copyright, arising out of or related to Contractor's performance of the Contract; (b) any claims or demands for personal injuries, death or damage to tangible personal or real property to the extent caused by the intentional, reckless, or negligent acts or omissions of Contractor or Contractor Personnel in connection with this Contract; (c) any claims or demand of any nature whatsoever to the extent caused by violation of these USAC Terms and Conditions by Contractor or Contractor Personnel, or (d) any breach of applicable law as described in Section 32 of these USAC Terms and Conditions by Contractor or Contractor Personnel; or (e) the negligence, reckless, illegal, or intentional acts or omissions of Contractor or Contractor Personnel in connection with the performance of the Services.

16. CONFIDENTIAL INFORMATION

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



7. Information that Recipient knows or reasonably should have known is confidential, proprietary, or privileged.
- B. *Non-Disclosure/Use/Irreparable Harm.* It is anticipated that a Discloser may disclose, or has disclosed, Confidential Information to the Recipient. At all times during the term of the Contract and thereafter, the Recipient shall maintain the confidentiality of all Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Recipient shall only use Confidential Information for a legitimate business purpose of USAC and in the performance of the Contract. Recipient acknowledges that the misappropriation, unauthorized use, or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party and could cause irreparable harm to the integrity of the USF Programs.
 - C. *Sub-Recipient Access to Confidential Information.* Recipient shall not disclose Confidential Information to a Sub-Recipient unless absolutely necessary for a Recipient's or Sub-Recipient's performance of the Contract, and if necessary, shall only disclose the Confidential Information necessary for Sub-Recipient's performance of its duties. As a pre-condition to access to Confidential Information, Recipient shall require Sub-Recipients, including Contractor Personnel to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. Discloser may enforce such agreements, if necessary, as a third-party beneficiary.
 - D. *Contractor Enforcement of Confidentiality Agreement.* Contractor must report, and describe in detail, any breach or suspected breach of the non-disclosure requirements set forth above to the USAC General Counsel within one (1) hour upon becoming aware of the breach. Contractor will follow-up with the USAC General Counsel and provide information on when and how the breach occurred, who was involved, and what has been done to recover the Confidential Information.
 - E. *Exclusions.* If requested to disclose Confidential Information by an authorized governmental or judicial body, Recipient must promptly notify Discloser of the request and to the extent that it may legally do so, Recipient must refrain from disclosure of the Confidential Information until Discloser has had sufficient time to take any action as it deems appropriate to protect the Confidential Information. In the event Confidential Information of USAC is requested, Recipient must immediately notify USAC, with a copy to USAC's General Counsel, of the request. Neither Contractor nor Contractor Personnel shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide the Contract, including Contractor's proposal information, and any information or Data delivered, prepared or developed by Contractor in the performance of the Contract to the FCC or other governmental or judicial body, and may publicly disclose basic information regarding the Contract, e.g., name of Contractor, price, basis for selection, description of Services/Deliverables and any provisions necessary for USAC to justify actions taken with respect to the Contract.

17. RETURN OR DESTRUCTION OF USAC INFORMATION

- A. *Return or Destruction of USAC Information.* Except as provided in Section 17.B of these USAC Terms and Conditions, and promptly upon the expiration or termination of the Contract (or such earlier time as USAC may direct), Contractor shall, at the direction of USAC, and at no additional cost to USAC, return or destroy all USAC Information, including all copies thereof, in the possession or under the control of Contractor or Contractor Personnel. If USAC directs that Contractor destroy any USAC Information, then, at USAC's request, Contractor shall provide USAC with an executed certificate in writing stating that all such USAC Information was destroyed.
- B. *Federal System of Record.* Contractor acknowledges and agrees that certain USAC Information and Data, may be included in a federal system of record and is subject to record retention schedules set forth by NARA and USAC's records retention policy. Upon expiration or termination of the Contract, information subject to NARA's schedules or USAC's records retention policy shall not be destroyed by Contractor without the written consent of USAC. Contractor will work with USAC in good faith to promptly return all such USAC Information and Data to USAC.
- C. *No Withholding of USAC Information.* Contractor shall not withhold any USAC Information as a means of resolving any dispute. To the extent that there is a dispute between Contractor and USAC, Contractor may make a copy of such USAC Information as is necessary and relevant to resolution of the dispute. Any such copies shall promptly be destroyed upon resolution of the dispute.
- D. *Destruction of Hard Copies.* If Contractor destroys hard copies of USAC Information, Contractor must do so by burning, pulping, shredding, macerating, or other means if authorized by USAC in writing.
- E. *Destruction of Electronic Copies.* If Contractor destroys electronic copies in computer memory or any other type of media, destruction must be done pursuant to guidelines in NIST SP 800-88 Rev. 1 or the most current revision.
- F. *No Other Use.* USAC Information is provided to Contractor solely for the purpose of rendering the Services, and USAC Information or any part thereof shall not be sold, assigned, leased, or otherwise transferred to any third party by Contractor (except as required to perform the Services or as otherwise authorized in the Contract), commingled with non-USAC Information, modified, decompiled, reverse engineered, or commercially exploited by or on behalf of Contractor, Contractor Personnel, or any third party.

18. INFORMATION SECURITY

- A. *Data Security Laws.* Contractor shall comply with FISMA, 44 U.S.C. § 3541, et seq., the Privacy Act of 1974 (5 U.S.C. § 552a) as amended (as may be applicable), and NIST SP 800-53 Rev 5. Contractor shall protect PII in accordance with all federal and USAC



requirements, including, but not limited to, OMB Memoranda M-17-12 and guidance from NIST, including, but not limited to, NIST SP 800-53 Rev 5, NIST SP 800-61 Rev 2, and FIPS 140-3. Contractor shall cooperate with USAC to implement the abovementioned and any federally mandated information security and privacy requirements not described herein (collectively with the aforementioned laws, regulations, requirements, memoranda and guidance, the “Data Security Laws”).

- B. *Compliance.* Throughout the Contract Term, Contractor shall comply with: (i) USAC’s information privacy and IT security policies; and (ii) the prevailing standards of care and best practices regarding information privacy and IT security to the extent they meet or exceed the requirements of the Data Security Laws, the aforementioned USAC policies, or the obligations set forth in these USAC Terms and Conditions.
- C. *Compliance Plan.* In providing the Services, Contractor shall conduct itself in a manner that safeguards USAC Data against destruction, loss, damage, corruption, alteration, loss of integrity, commingling, or unauthorized access or processing, which shall be no less rigorous than the most protective of: (a) the requirements of applicable law; (b) the specific standards set forth in this Section 18.
- D. *Integration.* Prior to delivering the Services/Deliverables or enabling data-sharing or interoperability of any kind with USAC IT Systems, Contractor shall: (i) work with USAC to document, establish and enable the effective and secure integration of any gateways or data transmission mechanisms necessary for the parties to perform their obligations under the Data Security Laws; (ii) complete any security questionnaires, IT rules of behavior, certifications, assessments, or workforce training reasonably requested by USAC in a timely manner; and (iii) receive prior written authorization from USAC to access USAC IT Systems from USAC. If at any time USAC determines that the establishment of such gateways or data transmission mechanisms is reasonably required to securely access the Services or Deliverables, their establishment shall be at Contractor’s sole cost and expense. Under no circumstances shall USAC’s written authorization to access its IT System serve as a representation or warranty by USAC that such access is secure or as a waiver of these USAC Terms and Conditions. Failure to satisfy the conditions set forth in subsections (i) – (iii) herein to USAC’s reasonable satisfaction shall be considered a material breach of the Contract by Contractor.
- E. *Policies and Procedures.* Throughout the Contract Term, Contractor shall establish and maintain appropriate internal policies and procedures regarding: (i) the security of the Services and Deliverables; and (ii) the permitted use, disclosure, access to, and security of PII, Data, USAC Information, USAC Confidential Information, and USAC IT Systems. Contractor shall provide USAC upon request with copies of its information privacy and IT security policies and procedures to review. Such policies and procedures shall not materially conflict with USAC’s policies and procedures either expressly or by omission. Contractor agrees to require all who access to USAC IT Systems through Contractor to maintain the confidential nature of the USAC Confidential Information, and to not use or access USAC IT Systems except for the benefit of USAC.



- F. *Access to PII, Data, USAC Information, USAC Confidential Information and USAC IT Systems.* Contractor agrees that access to the PII, Data, USAC Information, USAC Confidential Information, and USAC IT Systems is at USAC’s sole discretion, and that Contractor’s access to such system or information may be conditioned, revoked or denied by USAC at any time, for any reason, without any liability whatsoever to USAC. Access to USAC IT Systems by Contractor and Contractor Personnel, including any data-sharing or interoperability between USAC and Contractor, shall be for the sole purpose of providing the Services or Deliverables. Contractor agrees that: (i) USAC IT Systems is owned solely by USAC; (ii) USAC will monitor the use of USAC IT Systems; (iii) neither Contractor nor Contractor Personnel have any expectation of privacy with regard to USAC IT Systems; and (iv) all information appearing on USAC IT Systems (except for information publicly disclosed by USAC) will be considered USAC Confidential Information, as defined by these USAC Terms and Conditions. Contractor will not use USAC IT Systems except as expressly authorized by USAC. USAC may require that Contractor Personnel use a USAC.org email address when providing Services. Contractor agrees that its use of, and access to, USAC IT Systems is completely at its own risk.
- G. *Subcontractors.* Contractor agrees to ensure that any subcontractor that accesses, receives, maintains, or transmits PII, Data, USAC Information, USAC Confidential Information, or USAC IT Systems agrees to the same restrictions and conditions that apply throughout these USAC Terms and Conditions to Contractor.
- H. *Encryption.* Contractor agrees that PII must be encrypted at all times in accordance with FIPS 140-3 standards. This encryption requirement includes both “Data at Rest” (i.e., stored on a hard drive, CD, DVD, thumb drive, etc.) and “Data in Transit” (i.e., via email or other secured electronic means). Any PII that is retained in documents or other physical formats must be stored in a secured location and with limited access. The standard for disposal of PII requires practices that are adequate to protect against unauthorized access or use of the PII, including at minimum adhering to the provisions of Section 17.
- I. *Services Performed in the United States.* All Services must be performed within the United States. This requirement is inclusive of: (a) work related to the Services performed by all Contractor Personnel; and (b) storage and/or processing of data and/or other virtual services (such as cloud storage, remote data processing, etc.).

19. SECURITY INCIDENTS AND DATA BREACHES

- A. *Identification and Notification.* Contractor shall identify Security Incidents or Data Breaches and notify USAC at incident@USAC.org and Privacy@USAC.org of any actual or suspected Security Incident or Data Breach within one (1) hour of becoming aware of an actual or suspected Security Incident or Data Breach.



- B. *Notice.* Contractor's notice to USAC shall include the following: (i) a description of the Security Incident or Data Breach, including the date of the Security Incident or Data Breach, including the date of discovery by Contractor, if known; (ii) a description of the type(s) of Malicious Code, PII, Data, USAC Information, USAC Confidential Information, or USAC IT System involved in the Security Incident or Data Breach, if any; (iii) to the extent possible, a list of each individual whose PII has been, or is reasonably believed to have been accessed, acquired, used or disclosed during or as a result of the Security Incident or Data Breach; (iv) a brief description of what Contractor is doing to investigate the Security Incident or Data Breach and mitigate the harm to USAC; (v) any steps Contractor recommends USAC should take to protect itself from potential harm resulting from the Security Incident or Data Breach; (vi) the name, phone number, and e-mail address of Contractor's representative responsible for responding to the Security Incident or Data Breach; and (vii) any information required for USAC to comply with the Data Security Laws. Upon receiving Contractor's initial notice, USAC shall have the right to immediately take any security measures it deems reasonably necessary to mitigate the harmful effects to the PII, Data, USAC Information or USAC Confidential Information, or the USAC IT Systems. Contractor will regularly supplement its notice(s) with additional information as it becomes available.
- C. *Mitigation and Elimination Efforts.* Contractor, working with USAC, shall use its best efforts to mitigate and eliminate the effects of the Security Incident or Data Breach on USAC and, if the Security Incident or Data Breach causes any loss of operational efficiency, loss of data, or unauthorized disclosure, Contractor will assist USAC in mitigating or restoring such losses or disclosures. Contractor agrees to fully cooperate with USAC in the investigation of the Security Incident or Data Breach and to participate in, to the extent directed by USAC, the notification of individuals, the media, the FCC, or third parties. Contractor shall promptly respond to USAC's questions regarding the Security Incident or Data Breach and coordinate with Contractor Personnel if required to mitigate the harm. To the extent USAC determines necessary, USAC agrees to provide reasonable access to the affected systems in order for Contractor to assist in such restoration of efficiency or data. Notwithstanding anything to the contrary in the Contract, if the Security Incident or Data Breach is due to the negligence or misconduct of Contractor or Contractor Personnel, then Contractor shall: (i) perform its obligations under this Section at no cost to USAC; (ii) promptly implement or develop any additional protocols, policies, gateways, transmission mechanisms, or security layers, if reasonably necessary, at its sole cost and expense, and with the approval of USAC; (iii) indemnify USAC for all damages, and if needed PII, USAC Information, USAC Confidential Information, Data, and USAC IT Systems breach mitigations, under this Section as a result of the Security Incident or Data Breach. Failure to strictly abide by these USAC Terms and Conditions shall be considered a material breach of the Contract for which USAC shall have the right to immediately terminate for cause.
- D. *Cooperation.* Contractor will cooperate with USAC in any litigation and investigation against third parties deemed necessary by USAC to protect USAC Information, Data, USAC Confidential Information, PII and USAC IT Systems. Each Party will bear the costs it incurs as a result of compliance with this Section.

20. MALICIOUS CODE AND MALICIOUS CYBER ACTIVITIES

USAC may provide Contractor access to one or more of the USAC IT Systems. Contractor agrees that the USAC IT Systems are owned by USAC, that USAC reserves the right to monitor use of the USAC IT Systems, that neither Contractor nor Contractor Personnel should have any expectation of privacy with regard to use of the USAC IT Systems, and that all information appearing on the USAC IT Systems (except for authorized information provided by Contractor or information publicly disclosed by USAC) will be considered as USAC Confidential Information. Contractor agrees that it will not use the USAC IT Systems except as expressly authorized by USAC in this Contract. Contractor agrees to maintain strict control of all usernames, passwords and access lists it is given to the USAC IT Systems for of Contractor Personnel as are necessary to perform under this Contract, to immediately remove such access for those persons no longer authorized, and to inform USAC immediately if there is reason to believe there is unauthorized access. Contractor agrees to cause all who gain access to the USAC IT Systems through Contractor to maintain the confidential nature of all Confidential Information, and to not use the USAC IT Systems except for the benefit of USAC. Contractor agrees that it will use the USAC IT Systems completely at its own risk, and that it will be liable to USAC for any damages incurred by USAC as a result of Contractor's violation of this Section.

Contractor will not introduce Malicious Code into USAC IT Systems or engage in Malicious Cyber Activities in, with, or involving the Services or USAC IT Systems. Contractor will perform regularly scheduled (preferably in real-time, but in no event less frequently than daily) virus checks using the latest commercially available, most comprehensive virus detection and scanning programs. If Contractor becomes aware that any Malicious Code has been introduced into any USAC IT System, or that Contractor has engaged in Malicious Cyber Activities, Contractor will notify USAC immediately. In addition, Contractor will use its best efforts to assist USAC in reducing the effects of the Malicious Code or Malicious Cyber Activities and, if the Malicious Code or Malicious Cyber Activity causes a loss of operational efficiency or loss of data, to assist USAC in mitigating and restoring such losses. USAC will provide reasonable access to the affected systems in order for Contractor to assist in such restoration of efficiency or data. If Malicious Code is found to have been introduced into any USAC IT System or Services, Contractor will perform all of its obligations under this Section at no cost to USAC, and Contractor will be liable to USAC for damages and costs incurred by USAC as a result of such Malicious Code. If Contractor or Contractor Personnel has been found to (a) have engaged in any Malicious Cyber Activities; or (b) have allowed Malicious Cyber Activities to have occurred due to its willful, reckless, or negligent actions or omissions, Contractor will be liable to USAC for damages and costs incurred by USAC as a result of such Malicious Cyber Activities.

The introduction of Malicious Code into USAC IT Systems, and/or the engaging in Malicious Cyber Activity involving USAC IT Systems, shall be considered a Data Breach. If Contractor becomes aware that Malicious Code has been introduced into USAC IT Systems, or Contractor has engaged in Malicious Cyber Activity, Contractor will notify USAC in writing within the time frame required by the United States Computer Emergency Readiness Team and the FCC, which is currently within one (1) hour and otherwise act in a manner consistent with Section 19 of these USAC Terms and Conditions.

21. FISMA PROVISIONS

Contractor shall meet and comply with all USAC IT security policies, all other applicable USAC policies, and other laws and regulations for the protection and security of information systems and Data (including but not limited to FISMA, OMB, and NIST requirements). At its sole discretion, USAC may revise any USAC IT security policy at any time.

22. TECHNOLOGY CONSIDERATIONS

Contractor shall ensure that COTS, SaaS, PaaS, or IaaS Software deployed on USAC's Amazon Web Services GovCloud infrastructure satisfies the following requirements:

- A. The Software must be able to utilize USAC's instance of OKTA's Identity and Access Management software for user authentication and provisioning. OKTA is a cloud-based Identity and Access Management product used by USAC.
- B. Any USAC Data stored in a COTS/SaaS/PaaS/IaaS database must be readily accessed by USAC in a format determined at USAC's sole discretion via standard web services or another standard access mechanism.
- C. Any COTS, SaaS, PaaS, or IaaS Software must have either: (1) an Authority to Operate issued by a federal agency along with the FedRAMP-Authorized Designation issued by the FedRAMP Project Management Office, or (2) a Joint Authorization Board issued Authority to Operate along with the FedRAMP-Authorized Designation issued by the FedRAMP Project Management Office. Furthermore, any COTS, SaaS, PaaS, or IaaS Software must maintain the FedRAMP-Authorized Designation for the Contract Term.

Contractor shall ensure that any custom Software developed and/or deployed for USAC:

- A. Meets all USAC architecture, standards, and IT security guidelines and standards. This includes, but is not limited to, the ability to achieve an Authority to Operate based on all applicable OMB, NIST, and FISMA guidelines.
- B. Reuses available USAC technology services (microservices, APIs) unless Contractor demonstrates in writing that those services are unable to meet the requirements and USAC agrees to the substitute solution in writing with Contractor.
- C. Uses the USAC technical stack unless Contractor demonstrates in writing that those components are unable to meet the requirements and USAC agrees in writing with Contractor. Key components of USAC's technical stack include the following:
 - Java / Spring Framework Suite (Language and frameworks)
 - OKTA (Identity and Access Management)
 - Apache Kafka (Messaging)
 - PostgreSQL / PostGIS (Database)

- Elasticsearch, Logstash, Kibana
- Atlassian tools (SDLC)
- Apache Tomcat (Application Servers)
- Red Hat Enterprise Linux (OS)

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

23. PROPRIETARY RIGHTS

Contractor agrees that all Data, Software, Deliverables, and all Derivative Works thereof are USAC property and shall be deemed USAC Information and are works made-for-hire for USAC within the meaning of the copyright laws of the United States. In the event that any of the aforementioned are not considered works made-for-hire for USAC within the meaning of the copyright laws of the United States, Contractor shall and hereby does irrevocably grant, assign, transfer and set over unto USAC in perpetuity all worldwide rights, title and interest of any kind, nature or description it has or may have in the future in and to such materials, and Contractor shall not be entitled to make any use of such materials beyond what may be described in this Contract. Contractor hereby waives, and shall secure waiver from Contractor Personnel any moral rights in such assigned materials, such as the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation. Accordingly, USAC shall be the sole and exclusive owner for all purposes for the worldwide use, distribution, exhibition, advertising and exploitation of such materials or any part of them in any way and in all media and by all means.

USAC may assign to the FCC any intellectual property rights USAC may have to any Data, Software, Deliverables, USAC Information and all Derivative Works thereof without notice to, or prior consent of, Contractor.

Nothing in this Contract shall be deemed to imply the grant of a license in or transfer of ownership or other rights in the Data, Software, Deliverables, USAC Information and all Derivative Works thereof, and Contractor acknowledges and agrees that it does not acquire any of the same, except to provide Services to USAC as expressly set forth in this Contract.

Contractor shall not, without the prior written permission of the USAC, incorporate any Data, Software, Deliverable, or any Derivative Work thereof delivered under the Contract not first produced in the performance of the Contract unless Contractor: (a) identifies the Data, Software, Deliverable, and any Derivative Work thereof; and (b) grants to USAC, or acquires on USAC's behalf, a perpetual, worldwide, royalty-free, non-exclusive, transferable license to use and modify such Data, Software, Deliverable, and any Derivative Work thereof in any way.

24. RESPONSIBILITY FOR CONTRACTOR PERSONNEL

Contractor Personnel working on USAC premises are required to sign and agree to the terms of a Visitor Form provided by USAC. Contractor is responsible for any actions of Contractor Personnel, including any actions that violate law, are negligent, or that constitute a breach of the Visitor Form and/or the Contract.

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

Security Briefings. Before receiving access to IT resources under the Contract, Contractor personnel must provide security training to Contractor Personnel. USAC will review and approve Contractor's security training materials (including any security training materials in the event such training is provided to Contractor by any subcontractors, consultants, or agents) and verify that training certifications and records are provided, if requested during an annual FISMA audit. If Contractor Personnel will be in USAC offices or have access to USAC IT systems, background checks are required pursuant to NIST. Contractor shall conduct background checks on Contractor Personnel and provide evidence of the background checks to USAC upon request.

25. KEY PERSONNEL

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

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

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

26. SHIPMENT/DELIVERY

Terms of any shipping are F.O.B. USAC's delivery location unless otherwise noted in the Contract. All goods, products items, materials, etc. purchased hereunder must be packed and packaged to ensure safe delivery in accordance with recognized industry-standard commercial

practices. If, in order to comply with the applicable delivery date, Contractor must ship by a more expensive means than that specified in the Contract, Contractor shall bear the increased transportation costs resulting therefrom unless the necessity for such shipment change has been caused by USAC. If any Deliverable is not delivered by the date specified herein, USAC reserves the right, without liability, to cancel the Contract as to any Deliverable not yet shipped or tendered, and to purchase substitute materials and to charge Contractor for any loss incurred. Contractor shall notify USAC in writing promptly of any actual or potential delays (however caused) which may delay the timely performance of this Contract. If Contractor is unable to complete performance at the time specified for delivery hereunder, by reason of causes beyond Contractor's reasonable control, USAC may elect to take delivery of materials in an unfinished state and to pay such proportion of the Contract price as the work then completed bears to the total work hereunder and to terminate this Contract without liability as to the balance of the materials covered hereunder.

27. INSURANCE

At its own expense, Contractor shall maintain sufficient insurance in amounts required by law or appropriate for the industry, whichever is greater, to protect and compensate USAC from all claims, risks and damages/injuries that may arise under the Contract, including, as appropriate, worker's compensation, employer's liability, commercial general liability, commercial crime coverage, automobile liability, professional liability, cyber liability (which may be included in some professional liability coverage), and excess / umbrella insurance. Upon USAC's request, Contractor shall name USAC as an additional insured to those insurance policies that allow it. Upon USAC's request, Contractor shall cause its insurers to waive their rights of subrogation against USAC. Contractor shall produce evidence of such insurance upon request by USAC. If the insurance coverage is provided on a claims-made basis, then it must be maintained for a period of not less than three (3) years after acceptance of the Deliverables and/or Services provided in connection with this Contract. Contractor shall provide written notice thirty (30) days prior to USAC in the event of cancellation of or material change in the policy.

Contractor shall be liable to USAC for all damages incurred by USAC as a result of Contractor's failure to maintain the required coverages with respect to its subcontractors, or Contractor's failure to require its subcontractors to maintain the coverages required herein.

28. CONFLICTS OF INTEREST

It is essential that any Contractor providing Services or Deliverables in support of USAC's administration of the USF maintain the same neutrality, both in fact and in appearance, and avoid any organizational or personal conflict of interest or even the appearance of a conflict of interest. For example, to the extent that Contractor, or any of its principals, has client, membership, financial and/or any other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential and/or apparent conflict(s) of interest. Contractor shall maintain written standards of conduct covering conflicts of interest and provide a copy to USAC upon USAC's request. Contractor shall promptly notify USAC's General Counsel in writing of any actual or potential conflicts of interest involving Contractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which Contractor proposes to avoid, neutralize, or mitigate such conflicts. Contractor shall also notify USAC promptly of any

conflicts Contractor has with USAC vendors. Failure to provide adequate means to avoid, neutralize or remediate any conflict of interest may be the basis for termination of the Contract. By its execution hereof, Contractor represents and certifies that it has not paid or promised to pay a gratuity, or offered current or future employment or consultancy, to any USAC or government employee in connection with the award. In order to maintain the absence of an actual or apparent conflict of interest as described herein, Contractor must not advocate any policy positions with respect to the USF programs or the USF during the term of the Contract. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC.

29. WAIVER

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

30. SEVERABILITY

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

31. CHOICE OF LAW / CONSENT TO JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to any otherwise applicable principle of conflicts of laws. Contractor agrees that all actions or proceedings arising in connection with the Contract shall be litigated exclusively in Courts. This choice of venue is intended to be mandatory and the parties' waive any right to assert forum non conveniens or similar objection to venue. Each party hereby consents to in personam jurisdiction in the Courts. Contractor must submit all claims or other disputes to the procurement specialist and USAC General Counsel for informal resolution prior to initiating any action in the Courts and must work with USAC in good faith to resolve any disputed issues. If any disputed issue by Contractor is not resolved after thirty (30) calendar days of good faith attempts to resolve it, Contractor may instigate legal proceedings. A dispute over payment or performance, whether informal or in the Courts, shall not relieve Contractor of its obligation to continue performance of the Contract and Contractor shall proceed diligently with performance during any dispute over performance or payment.

32. USAC AND APPLICABLE LAWS

USAC is not a federal agency, a government corporation, a government controlled corporation or any other establishment in the Executive Branch of the United States government. USAC is not a contractor to the federal government and the Contract is not a subcontract under a federal prime contract. USAC conducts its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC and its Contractors to adhere to the Procurement Regulations. Contractor shall comply with the Procurement Regulations and all applicable federal, state and local laws, executive orders, rules, regulations, declarations, decrees, directives, legislative enactments, orders, ordinances, common law, guidance, or other binding restriction or requirement of or by any governmental authority related to the Services or Contractor's performance of its obligations under this Contract, and includes without limitation FCC Orders; the rules, regulations and policies of the FCC; the Privacy Act of 1974; FISMA; NIST guidelines which provide the requirements that the federal government must follow regarding use, treatment, and safeguarding of data; and OMB Guidelines pertaining to privacy, information security, and computer matching; the Communications Act of 1934; and the Communications Act of 1996.

33. RIGHTS IN THE EVENT OF BANKRUPTCY

All licenses or other rights granted under or pursuant to the Contract are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Code, licenses to rights to "intellectual property" as defined in the Code. The parties agree that USAC, as licensee of such rights under Contractor, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Contractor under the Code, USAC shall be entitled to retain all of its rights under the Contract and shall not, as a result of such proceedings, forfeit its rights to any Data, Software, Deliverable, or any Derivative Work thereof.

34. NON EXCLUSIVITY

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

35. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that it is an independent contractor to USAC and Contractor Personnel are not employees of USAC. USAC will not withhold or contribute to Social Security, workers' compensation, federal or state income tax, unemployment compensation or other employee benefit programs on behalf of Contractor or Contractor personnel. Contractor shall indemnify and hold USAC harmless against any and all loss, liability, cost and expense (including attorneys' fees) incurred by USAC as a result of USAC not withholding or making such payments. Neither Contractor nor any of Contractor's personnel are entitled to participate in any of the

employee benefit plans of, or otherwise obtain any employee benefits from, USAC. USAC has no obligation to make any payments to Contractor Personnel. Contractor shall not hold herself/himself out as an employee of USAC and Contractor has no authority to bind USAC except as expressly permitted hereunder.

36. TEMPORARY EXTENSION OF SERVICES

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

37. NOTICES

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

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

If to USAC:

Chief Administrative Officer, Universal Service Administrative Company

700 12th Street, NW, Suite 900

Washington, DC 20005

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

With a copy to:

General Counsel, Universal Service Administrative Company

700 12th Street, NW, Suite 900

Washington, DC 20005

Email: OGCContracts@usac.org

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

38. SURVIVAL

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

39. FORCE MAJEURE

Neither party to this Contract is liable for any delays or failures in its performance hereunder resulting from circumstances or causes beyond its reasonable control, including, without limitation, force majeure acts of God (but excluding weather conditions regardless of severity), fires, accidents, epidemics, pandemics, riots, strikes, acts or threatened acts of terrorism, war or other violence, or any law, order or requirement of any governmental agency or authority (but excluding orders or requirements pertaining to tax liability). Upon the occurrence of a force majeure event, the non-performing party shall provide immediate notice to the other party and will be excused from any further performance of its obligations effected by the force majeure event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance as soon as reasonably practicable, and takes reasonable steps to mitigate the impact on the other party. If such non-performance continues for more than ten (10) days, then the other party may terminate this Contract with at least one (1) day prior written notice to the other party. In the event that the force majeure event is a law, order, or requirement made by a government agency or authority related to USAC and the purposes of this Contract, USAC may immediately terminate this Contract without penalty upon written notification to Contractor.

40. EXECUTION / AUTHORITY

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

41. SECTION 508 STANDARDS

Compliance with Section 508. Contractor shall ensure that Services provided under the Contract comply with the applicable electronic and information technology accessibility standards established in 36 C.F.R. Part 1194, which implements Section 508 of the Rehabilitation Act, 29 U.S.C. § 794d.

TDD/TTY Users. Contractor shall ensure that TDD/TTY users are offered similar levels of service that are received by telephone users supported by the Contract. Contractor shall also ensure that the Services provided under the Contract comply with the applicable requirements of 18 U.S.C. § 2511 and any applicable state wiretapping laws.

42. NATIONAL SECURITY SUPPLY CHAIN REQUIREMENTS

A. Definitions. For purposes of this Section, the following terms are defined as stated below:

1. “Covered Company” is defined as an entity, including its parents, affiliates, or subsidiaries, finally designated by the Public Safety and Homeland Security Bureau of the FCC as posing a national security threat to the integrity of communications networks or the communications supply chain.
2. “Covered Equipment or Services” is defined as equipment or services included on the FCC-issued Covered List that pose a national security threat to the integrity to the communications supply chain.
3. “Covered List” is a list of covered communications equipment and services that pose an unacceptable risk to the national security of the United States. The FCC may update the list at any time. The list can be found at fcc.gov/supplychain/coveredlist.
4. “Reasonable Inquiry” is defined as an inquiry designed to uncover information about the identity of the producer or provider of equipment and services that has been purchased, obtained, maintained, or otherwise supported by funds from USAC under this Contract.

B. Prohibition. Contractor will ensure that no funds from USAC or other federal subsidies under this Contract will be used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company. Contractor must also ensure that no funds administered by USAC or the FCC under this Contract will be used to purchase, obtain, maintain or otherwise support Covered Equipment or Services placed on the Covered List. These prohibitions extend to any subcontractors that provides Services under the Contract. Contractor is responsible for notifying any subcontractors it engages under this Contract of this prohibition.

C. Monitoring. Contractor must actively monitor what entities have been finally designated by the FCC as a Covered Company and what equipment and services the FCC defines as Covered Equipment or Services and places on the Covered List. Contractor must actively monitor to ensure that no funds from USAC or other federal subsidies are used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company from Contractor or any subcontractor it engages under the Contract. Contractor must also ensure that no funds administered by USAC or other federal subsidies are used to purchase, obtain, maintain, or otherwise support any Covered Equipment or Services that the FCC has placed on the Covered List from Contractor or any subcontractor it engages under the Contract. If Contractor finds that they have violated any or all of these prohibitions, then, Contractor shall immediately notify USAC. In Contractor’s notification to USAC, Contractor shall provide the same information required for non-compliance in Section 42.D of these USAC Terms and Conditions. Any such notification must have audit ready supporting evidence.

D. Annual Certification. Contractor will conduct a Reasonable Inquiry and provide a certification to USAC in writing upon execution of this Contract and no later than December 31 of each

calendar year that the Contract is in effect. If Contractor, and all applicable subcontractors, are in compliance with Section 42.B. of these USAC Terms and Conditions, Contractor shall state in the annual certification that no funds from USAC have been used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company or Covered Equipment or Services on the Covered List. If Contractor, or any applicable subcontractor, is not in compliance with Section 42.B. of these USAC Terms and Conditions, Contractor shall so inform USAC and provide the following information in the certification:

- (i) If for equipment produced or provided by a Covered Company or equipment on the Covered List:
 - a. The Covered Company that produced the equipment (include entity name, unique entity identifier, CAGE code, and whether the Covered Company was the original equipment manufacturer (“OEM”) or a distributor, if known);
 - b. A description of all equipment (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - c. Explanation of the why USAC funds purchased, obtained, maintained, or otherwise supported the equipment and a plan to remove and replace such equipment as expeditiously as possible.

- (ii) If for services produced or provided by a Covered Company or services on the Covered List:
 - a. If the service is related to item maintenance: A description of all such services provided (include on the item being maintained: brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - b. If the service is not associated with maintenance, the product service code of the service being provided; and
 - c. Explanation of the why USAC funds purchased, obtained, maintained, or otherwise supported the services and a plan to remove and replace such service as expeditiously as possible.

Contractor shall retain audit ready supporting evidence for all certifications.

43. ADDED SERVICES

USAC may at any time submit a request that Contractor perform any Added Services. Before Contractor performs an Added Services, USAC and Contractor must execute an amendment to this Contract that, at a minimum, will provide: (a) a detailed description of the services, functions and responsibilities of the Added Service; (b) a schedule for commencement and completion of the Added Services; (c) a detailed breakdown of Contractor’s fees for the Added Services; (d) a description of any new staffing and equipment to be provided by Contractor to perform the Added Services; and (e) such other information as may be requested by USAC.

44. ADEQUATE COVID-19 SAFETY PROTOCOLS

Contractor shall comply with all guidance published by the Safer Federal Workforce Task Force for all Contractor Personnel during the Contract Term.

To provide adequate COVID-19 safeguards for USAC employees, Contractor shall ensure that all Contractor Personnel that enter USAC premises will comply with USAC's COVID-19 Vaccination Validation & Testing Policy.

Nothing in this Section shall excuse noncompliance with any applicable federal, state and local laws establishing more protective safety protocols than those established by this Section.

SECTION D:

Attachments

Attachment List:

- Attachment 1: Bid Sheet
- Attachment 2: Position Descriptions
- Attachment 3: Confidentiality Agreement
- Attachment 4: Contractor Weekly Status Report and Timesheet

SECTION E: Instructions and Evaluation Criteria

1. GENERAL

A. CONTRACT TERMS AND CONDITIONS

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

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

B. PERIOD FOR ACCEPTANCE OF OFFERS

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

Proposals must:

- Concisely address USAC’s requirements, as set forth in the requirements and Statement of Work (Section B), and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to USAC Procurement Department, **no later than 11:00 AM ET on October 17, 2022** (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to rfp@usac.org. The subject line for all email communication related to this solicitation should **only** state the Solicitation Number, IT-22-126, of this RFP.

C. PROPOSAL SCHEDULE

DATE	EVENT
September 19, 2022	RFP Released
September 26, 2022	Questions due to USAC by 11:00 AM ET
September 30, 2022	Q&A released to potential Offerors

October 17, 2022	Proposal Due to USAC by 11:00 AM ET at rfp@usac.org
November 2022	Anticipated Award Date

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

D. AMEND, REVISE OR CANCEL RFP

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

2. CONTRACT AWARD

USAC intends to evaluate offers and award a contract after all steps in the procurement process have taken place. USAC may reject any or all offers if such action is in the public’s or USAC’s interest. USAC need not accept the lowest offer. USAC may waive informalities and minor irregularities in any or all offers received.

3. IDENTIFICATION OF CONFIDENTIAL INFORMATION

The proposal shall clearly and conspicuously identify information contained in the proposal that the Offeror contends is Confidential Information. *See* Section C.16.

4. PROPOSAL FORMAT

Proposals shall be presented in four separate volumes:

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

5. PROPOSAL COVER PAGE

Each proposal volume must contain a cover page. On the cover page, please include:

- The name of the Offeror’s organization,
- The Offeror’s contact name,
- The Offeror’s contact information (address, telephone number, email address, website address),
- The Offeror’s Unique Entity ID number,

- The date of submittal,
- A statement verifying the proposal is valid for a period of 120 days, and
- The signature of a duly authorized Offeror representative.

6. PROPOSAL CONTENT

The proposal shall be comprised of the following four volumes:

A. Corporate Information (Volume I)

- (A) *Executive Summary*. This section shall summarize all key features of the proposal, including the identification of subcontractors, 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*. Offeror must explain in detail how they will establish and maintain safeguards to protect the confidentiality and integrity of USAC Confidential Information in their possession as required by the solicitation.
- (C) *Conflict of Interest*. USAC is the appointed neutral administrator of the federal USF. USAC is governed by a Board of Directors comprised of various stakeholders in the universal service programs, and is prohibited from advocating positions on universal service policy matters. Because of USAC's unique role as neutral administrator, it is essential that any contractor providing assistance to USAC in administering the USF maintain the same neutrality, both in fact and in appearance.

B. Technical Capability (Volume II)

This volume must include:

1. A cover page, as outlined above.
2. An in-depth discussion of Offeror's technical approach to providing the labor categories listed in Section B.9, along with a clear statement of whether or not Offeror's performance of the Contract will comply with all requirements, specifically including the Terms and Conditions set forth in the RFP. Offerors must submit a detailed response to this RFP. Offeror must clearly state whether it will comply with all requirements and Terms and Conditions set forth in the RFP, and provide detailed information about how it will fulfill the requirements of the RFP. Any deviations from, or exceptions to, the requirements and Terms and Conditions contained in this RFP must be clearly identified.

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



3. Technical proposals that merely repeat the requirements set forth in the RFP and state that Contractor “will perform the statement of work” or similar verbiage will be considered technically unacceptable and will not receive further consideration. USAC is interested only in proposals that demonstrate the Contractor’s expertise in performing engagements of this type as illustrated by Offeror’s description of how it proposes to perform the requirements set forth in this RFP.
4. Capabilities. Describe Offeror’s capabilities for performing the Contract, including personnel resources and management capabilities. If applicable, describe how subcontractors or partners are used and how rates are determined when using subcontractors. Provide a list of firms, if any, that will be used.
5. Recruiting. Offerors shall describe in detail their process for recruiting, screening, validating, and qualifying candidates. Offerors shall describe in detail their plan for recruiting individuals to fill the position(s) identified in Section B.9 in a timely manner. ~~If Offeror currently has on staff personnel who meet the qualifications for the position(s) identified in Section B.9, and who are available for assignment to Task Orders issued under an awarded contract, please provide a resume (not to exceed two (2) pages) that includes their educational background, job and related experience, and the specific position(s) for which they are available on the Contract.~~
6. Experience. Describe your firm’s experience in temporary staffing on an IDIQ Contract. Provide examples of personnel to include types of positions and length of assignments. Describe your firm’s continuous engagement activities with personnel assigned to Task Orders under an IDIQ Contract.
7. Key Personnel. Identify by name all Key Personnel. Describe the technical knowledge of and experience of proposed personnel in the requested services with respect to, but not limited to, experience and qualifications including depth of knowledge, expertise and number of years of experience. It is preferred that the Contractor Account Manager have at least three (3) years of experience with IT staffing while in the role of Contractor Account Manager. Provide two (2) clients in which the proposed Contractor Account Manager held a similar position. Indicate any other personnel that will be assigned to USAC and his/her role on the contract. Provide a brief summary of each of these professional staff members’ qualifications to include education and all relevant experience.
 - a. Submit resumes for all Key Personnel, as an attachment (**Attachment A**) to the technical volume. Each resume must be no longer than two (2) pages in length.
 - b. If Contractor, at time of proposal and prior to the award of the contract, has information that any such Key Personnel anticipate terminating his or her employment or affiliation with Contractor, Contractor shall identify such personnel and include the expected termination date in the proposal.
8. Transition Plan. Provide generic Transition Plan as outlined in Section B.12 (Transition of Incumbents). Transition Plan shall be included as **Attachment B** to Technical Volume. **Maximum 10 pages.**

C. Past Performance Information (Volume III)

This volume must include:

- A cover page, as outlined above.
- A list of up to three (3) current or recently completed contracts for services similar in scope to those required by this solicitation. Each entry on the list must contain the client's name, the project title, the period of performance, the contract number, the contract value, a primary point of contact (including the telephone number and email address for each point of contact, if available), and a back-up point of contact. If a back-up point of contact is not available, please explain how USAC may contact the client in the event the primary point of contact fails to respond.
 - a. For each past performance, provide a description of the relevant performance and the name and telephone number for USAC to contact for past performance information for each project discussed. A past performance description will consist of an overview of the engagement, a description of the scope of work performed, its relevance to this effort, and the results achieved. This is the time to identify any unique characteristics of the project, problems encountered, and corrective actions taken. Each overview shall not exceed one page.
 - b. USAC will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past performance questionnaire to the contacts identified in the Offeror's proposal. Although USAC will follow-up with the contacts, the Offeror, not USAC, is responsible for ensuring that the questionnaire is completed and returned by the specified date in USAC's transmittal. If USAC is unable to reach or obtain a reference for the project, Offeror will receive an "unknown" risk in an evaluation of past performance.

D. Price Proposal (Volume IV)

This volume must include:

- A cover page, as outlined above.
- Completed pricing information in **Attachment 1: Bid Sheet**.
 - a. The fixed labor-hour prices should be *fully loaded* and must include wages, overhead, general and administrative expenses, taxes, and profit for each labor category.
 - b. The labor rates established in this RFP will be used for all awarded Task Orders, except that the Contractor may offer discounts to the labor rates in Task Order competitions.

E. Presentation and Page Limitations

1. Proposal Presentation
 - a. Proposals must be prepared using Times New Roman font. All text except for diagrams, tables, and charts must be presented in 12 point font. Diagrams, tables, and charts may be presented in a smaller font if needed to fit the page. The reduced font size may not be smaller than 9 point.



- b. The content of each diagram, table, Gantt chart, and chart must accurately depict the same information included in the text, serving as the visual representation of the written content in the proposal.
- c. Any diagram, table, Gantt chart or chart must be readable when printed. These documents may be included as attachments to the proposal using landscape orientation to enhance presentation if needed.
- d. All diagrams, tables, Gantt charts, and charts must be incorporated into the proposal using the native program from which it was created to eliminate distortion of text by inserting images and pictures.
- e. The font color used to label column headings must be bolded and a contrasting color from the background color to clearly display headings.

2. Page Limitation

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

- a. Volume I – Corporate Information; may not exceed four (4) pages, including cover page.
- b. Volume II – Technical; may not exceed twelve (12) pages including cover page; however excluding **Attachment A** (Resumes), and **Attachment B** (Transition Plan).
- c. Volume III – Past performance information; may not exceed four (4) pages, including cover page.
- d. Volume IV – Price; may not exceed three (3) pages, including cover page.

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

7. EVALUATION

USAC will award multiple IDIQ Task Orders resulting from this solicitation to the responsible Offerors whose offers conform to the solicitation and will be most advantageous to USAC, price and other factors considered. The following factors shall be used to evaluate offers and select the awardee(s) – Technical, Past Performance, and Price.

- **Technical:**
 - a. Technical Approach
 - b. Transition Plan
 - c. Experience
 - d. Key Personnel
- **Past Performance:** Past performance information will be evaluated to assess the risks associated with an Offeror’s performance of this effort, considering the relevance, how recent the project is (no older than 3 years from the date of the solicitation), and quality of the Offeror’s past performance on past or current contracts for the same or similar services. The Offeror’s past performance will be evaluated based on the Offeror’s discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offeror’s proposed teaming partner(s))

and/or subcontractor(s), as applicable), and information that may be obtained from any other sources (including government databases and contracts listed in the Offeror's proposal that are not identified as references).

- **Price Evaluation:** USAC will evaluate price based on the hourly rates, listed in the Attachment 1 – Bid Sheet. USAC further recognizes that the size of a company, its name-recognition, geographical offerings, and the expertise/experience of staff impacts the price of the service category rates offered by the firms, thus making comparisons of differently situated firms less meaningful. Therefore, when considering rates, USAC will use the rates of similarly situated companies for reasonableness and comparison purposes. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

8. DOWN-SELECT PROCESS

USAC may determine that the number of proposals received in response to this RFP are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to establishing a competitive range. In such case, USAC may conduct a down-select process to eliminate Offerors from further consideration based on a comparative analysis of Offerors price proposals. Proposals that include proposed prices that are significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the competition.

9. RESPONSIBILITY DETERMINATION

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

1. Offeror has sufficient resources to perform the Contract;
2. Offeror has a satisfactory record of performance, integrity, and business ethics;
3. Offeror has the accounting systems and internal controls, quality assurance processes, and organizational structure and experience necessary to assure that contract work will be properly performed and accurately invoiced;
4. Offeror has the facilities, and technical and personnel resources required to perform the contract; and
5. Offeror is not excluded from government contracting, as listed on the excluded parties list in <https://www.sam.gov>.



Attachment 1

Bid Sheet

[Separate attachment]



Attachment 2

Position Descriptions

[Separate attachment]

Attachment 3

USAC Confidentiality Agreement

This USAC Confidentiality Agreement (the “Confidentiality Agreement”) is entered into by and between the Universal Service Administrative Company (“USAC”), the disclosing party, and _____, located at _____ (the “Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. The Receiving Party recognizes and acknowledges that as a potential contractor, subcontractor, consultant, agent, or other representative thereof (collectively, a “Contractor”) for the Universal Service Administrative Company (“USAC”), it may have access to Confidential Information, as that term is defined in Appendix A to this Confidentiality Agreement.
2. The Receiving Party acknowledges and agrees that it will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. The Receiving Party acknowledges and agrees that this obligation applies to the treatment of all Confidential Information to which it obtains access while performing services or applying to perform services on behalf of USAC, regardless of the form of the Confidential Information or the manner in which it obtains access to the Confidential Information. The Receiving Party acknowledges and agrees that its obligations with respect to Confidential Information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly if the Receiving Party obtained the information as a result of its relationship with USAC.
3. The Receiving Party acknowledges and agrees that its obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue even if it is no longer a Contractor.
4. The Receiving Party acknowledges and agrees that it will not use Confidential Information for any purpose other than a legitimate business purpose of USAC.
5. The Receiving Party acknowledges and agrees that, except as provided in paragraphs 6 and 7 herein or as authorized by the USAC Chief Executive Officer or the USAC General Counsel, or in either one’s absence, a respective designee, the Receiving Party will not disclose Confidential Information to any other person or entity.
6. The Receiving Party acknowledges and agrees that this Confidentiality Agreement shall not apply to requests for Confidential Information made by an employee of the Federal Communications Commission (“Commission”), except that the Receiving Party may not disclose Personally Identifiable Information (as that term is defined in Appendix A to this Confidentiality Agreement) without the express advance written approval of the USAC



Chief Executive Officer or the USAC General Counsel, or in either one's absence, a respective designee.

7. The Receiving Party acknowledges and agrees that, subject to the notice requirement in paragraph 8 below, this Confidentiality Agreement shall not prevent disclosure of Confidential Information in response to an official request from the Comptroller General of the United States, the Government Accountability Office, or the United States Congress or a Committee or Subcommittee thereof, except that the Receiving Party may not disclose Personally Identifiable Information without the express advance written approval of the USAC Chief Executive Officer or the USAC General Counsel, or in either one's absence, a respective designee.
8. The Receiving Party acknowledges and agrees that if it receives a subpoena or any other request or demand for Confidential Information, the Receiving Party will take all reasonable and appropriate steps such that the request is submitted within one business day of receipt, and prior to any disclosure of such information or records, to the USAC General Counsel, or in the USAC General Counsel's absence, a respective designee.
9. The Receiving Party acknowledges and agrees that if it knows or has a reasonable basis for believing that any USAC staff person or other person or entity is using or disclosing Confidential Information in violation of this Confidentiality Agreement, it will immediately so notify the USAC General Counsel.
10. The Receiving Party acknowledges and agrees that if it intentionally or unintentionally discloses any Confidential Information in violation of this Confidentiality Agreement, it will immediately so notify the USAC General Counsel.
11. The Receiving Party acknowledges and agrees that if it is uncertain or has questions about its obligations under this Confidentiality Agreement, the Receiving Party will immediately seek advice from the USAC General Counsel.
12. The Receiving Party acknowledges and agrees that any violation of this Confidentiality Agreement may subject it to disciplinary action, including suspension or termination of its relationship with USAC, and civil and criminal liability.
13. The Receiving Party acknowledges and agrees that signing this Confidentiality Agreement is a condition of applying to perform services and/or performing services as a Contractor for USAC. The Receiving Party acknowledges and agrees that USAC may modify this Confidentiality Agreement and require it to execute the modified version.
14. The Receiving Party acknowledges and agrees that upon completion or termination of its relationship as a Contractor for USAC, the Receiving Party will return to the USAC General Counsel or other person designated by them, any Confidential Information in its possession.
15. The Receiving Party acknowledges and agrees that this Confidentiality Agreement is



binding upon it as of the date of the signature of the Receiving Party, that any modification to this Confidentiality Agreement is binding on the Receiving Party as of the date that it signs such modified version, and that its obligations under the Confidentiality Agreement, including any modifications, continue through and beyond the termination of its position as a Contractor and for as long as it has in its possession, access to, or knowledge of Confidential Information. The Receiving Party further acknowledges and agrees that USAC may, in its sole discretion, modify Appendix A and such modification(s) shall be effective and enforceable against the Receiving Party following written notice to the Receiving Party, which may be by any reasonable method, including but not limited to hand delivery, mail, courier service, email, or facsimile, and that its signature or agreement is not required for the modification to Appendix A to be effective and binding on the Receiving Party.

- 16. If any provision of this Confidentiality Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of the Confidentiality Agreement shall continue in full force and effect as if it had been executed without the invalid provision.
- 17. This Confidentiality Agreement shall be governed by and construed in accordance with the Laws of Washington D.C., without giving effect to the principles thereof relating to the conflicts of laws. The parties agree that the state and federal courts located in Washington D.C. shall have exclusive jurisdiction with respect to any dispute, controversy, or claim arising out of or relating to this Confidentiality Agreement.

Acknowledged and agreed:

By (signature) _____

Name (print) _____

Date _____

CONFIDENTIALITY AGREEMENT – APPENDIX A

Personally Identifiable Information is defined as information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as “information”) and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal USAC management matters, including but not limited to USAC program integrity procedures, if disclosure is reasonably likely to interfere with or prejudice the performance of the internal USAC management functions.
2. Information related to the development of statements of work or evaluation criteria for USAC or Commission procurements, 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 Universal Service Fund (USF) contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning USAC relationships with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.
6. Information regarding or submitted in connection with an audit or investigation of a USF contributor, potential USF contributor, USF beneficiary, applicant for USF support, or USAC Staff Person.
7. Information to which USAC, the Commission, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects USAC, Commission or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not limited to internal USAC information, information exchanged between USAC and the Commission

or another government agency, and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of USAC, the Commission, 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.



Attachment 4

Contractor Weekly Status Report and Timesheet

[Separate attachment]