

USAC SOLICITATION FOR CAPTCHA Tool

SOLICITATION INFORMATION:

Method of Solicitation:	Request for Proposals (RFP)
RFP Number:	LI-21-088
Period of Performance:	12 months
RFP Issue Date:	September 6, 2021
Questions Due Date:	September 13, 2021 at 11:00 am EST
Proposal Due Date:	September 17, 2021 at 11:00 am EST

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
Ecatarina Grant Senior Procurement P: 202-772-4544 E: Ecatarina.grant@usac.org	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

OFFEROR SIGNATURE

Name and Title

Date

CAPTCHA Tool RFP

1.1 PLACE OF PERFORMANCE

- A. All required Contract Services, must be performed within the United States at either USAC’s headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005 (“USAC Headquarters”), virtually or such other location as USAC may approve in its sole discretion.
- B. A Contract kick-off meeting may be held at USAC Headquarters or virtually. Status and other meetings may be held telephonically or in person, at USAC’s discretion. USAC will not reimburse Contractor for any travel related expenses for kick-off, status, and other meetings.
- C. The Contractor shall schedule and coordinate a Project Kick-Off Meeting, no later than five (5) workdays after award, at the location approved by USAC. The meeting will provide an introduction between the Contractor personnel and USAC personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, and security issues, review the Contractor’s proposed project timeline, and reporting procedures. At a minimum, the attendees shall include Contractor Key Personnel, Contractor personnel capable of obligating the Contractor, and USAC personnel. The Contractor shall provide the following at the Project Kick-Off Meeting:
 - a) Connection to live CAPTCHA Tool for use under NV.
- 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 must sign USAC’s IT Security Rules of Behavior Form and complete mandatory IT Security and Privacy Awareness Online Training. Contractor may be required to complete Role-Based Privacy Act Training if accessing USAC information systems designated as federal system of records (i.e., National Verifier and NLAD).**
- E. Status update meetings and other meetings may be held virtually, except to the extent that USAC or the Contractor requires in-person presence and in accordance with USAC and Contractor Continuity of Operations Plan (COOP). While attending USAC Headquarters for meetings or to conduct audits, Contractor staff will be considered as visitors. All visitors are required to complete USAC’s Visitor Form, [USAC Visitor Form](#), and wear a badge while on-premises. All in-person meetings will be held at USAC Headquarters or other reasonable locations designated by USAC. Contractor may also be required to attend meetings at the FCC Offices located at 445 12th St SW 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.

1.2 CONTRACT TYPE

The Contractor shall perform the effort required by this Contract on a Firm-Fixed Price (FFP) basis. All work shall be performed in accordance with all Sections of this Contract.

1.3 SERVICES AND PRICES

No travel will be reimbursable.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
FFP	Firm-Fixed-Price

1.3.1 PERIOD OF PERFORMANCE:

FFP CLIN

CLIN	Description	QTY	Unit	Total Firm Fixed Price
0001	<ul style="list-style-type: none"> Implement a Completely Automated Public Turing test to tell Computers and Humans Apart (CAPTCHA) Tool for use in support of Lifeline National Verifier (NV) and the Emergency Broadband Benefit (EBB) program 	12	Months	FFP

1.4 PURPOSE

The purpose of this Contract is to acquire a CAPTCHA solution/tool to track online activity in order to stop bots and other automated attacks while letting valid users into Lifeline and Emergency Broadband Benefit (EBB) systems.

1.5 OBJECTIVE

The objective of this Contract is to obtain and implement use of a tool to track online activity using validation through a CAPTCHA program.

1.6 SCOPE

USAC is charged with the administration of the Federal Communications Commission’s (FCC) EBBP which is a new program that has commenced starting in May 2021. USAC is undergoing efforts to continually improve user experience of the program and is seeking a tool to continue validating information input into various related systems.

Contractor’s solution shall address and support the following:

- Need for USAC to validate access to USAC systems in order to submit applications, upload documents or for general account access.
- Offer protection from remote digital entry by making sure only a human being with the right password can access assigned and protected accounts within NV.

1.7 TASK – CAPTCHA Tool

The Contractor shall provide a tool that can support the following deliverable:

1.8 DELIVERABLES

At a minimum, the Contractor shall provide the following Deliverables:

- **Tool:** Vendor shall provide access to a tool that can provide protection per entry attempt to USAC systems for all applicants under the National Verifier. Vendors should return quotes by 11:00 am ET on September 20, 2021. Vendors should include as part of their quotes estimated pricing and a rough timeline for completion of successful connection to the tool.

Please note: Aspects of these proposals are subject to change as we further refine the proposals internally and with any vendor that is ultimately selected. For instance, we may decide to exclude Lifeline-only consumers from any survey due to Paperwork Reduction Act concerns.

Vendors should treat all information provided as confidential.

All Deliverables are considered Confidential Information (see Section C.XVI., USAC Terms and Conditions) and are the sole property of USAC (see Section C.XXII, USAC Terms and Conditions). USAC may use and disclose the Deliverables at its sole discretion. Each Deliverable shall be submitted in an acceptable format that is mutually agreed upon by USAC and Contractor.

1.9 DELIVERABLES TABLE

#	MILESTONES / DELIVERABLES (RFQ REFERENCE 1.7)	PROPOSED DELIVERY SCHEDULE
1	Kickoff Meeting	1 Day
2	Get educated on USAC programs and processes	2 Days
3	Complete USAC’s connection and use of tool	2 weeks

1.10 KEY PERSONNEL

The following are the minimum personnel who shall be designated as Key Personnel. USAC does not intend to dictate the composition of the ideal team to perform this Contract. The contractor shall provide staffing for the labor category below, or the Contractor may propose other labor categories in its proposal submission. Any additional labor categories must include the associated labor hour bill rate for each additional category submitted as well as the experience and qualifications of the personnel to be assigned to that labor category. Contractor shall assign, as Key Personnel, the following:

a) Project Account Manager (PM)

USAC desires that Key Personnel be assigned for the duration of the Contract. Key Personnel may be replaced or removed subject to Section 7 - Special Contract Requirements, Key Personnel Substitution.

1.10.1 PROJECT MANAGER

This Contract requires a Project Account Manager to serve as the principal resource in managing the Contract.

Required capabilities shall include:

- a) B.A. or B.S. degree or equivalent experience.
- b) Minimum 5 years experience with user support, business processing and applications support.

Desired capabilities shall include:

1. Experience and ability to coordinate and communicate project goals within customer environments, including the demonstrated ability to work with various organizational stakeholders to ensure proper involvement from management and technical teams.
2. Experience and ability to develop requirements from a project's inception to its conclusion for moderately complex situations.
3. Experience and ability to conduct assessments and develop recommendations that are reasonable and implementable given an organization's constraints

1.11 ADDITIONAL TERMS AND CONDITIONS

1.11.1 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.

1.11.2 COVERED COMPANY

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

- i. “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.
- ii. “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 shall ensure that no funds from USAC under this Contract will be used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company. This prohibition extends 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. Contractor must actively monitor to ensure that no funds from USAC 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. If Contractor finds that funds from USAC are being used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company, Contractor shall immediately notify USAC. In Contractor’s notification to USAC, Contractor shall provide the same information required for non-compliance in Section D (Annual Certification), below. Any such notification must have audit ready supporting evidence.

D. Annual Certification.

Contractor shall conduct a Reasonable Inquiry and provide a certification to USAC in writing 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 B (Prohibition), above. 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. If Contractor, or any applicable subcontractor, is not in compliance with Section B (Prohibition), Contractor shall so inform USAC and provide the following information in the certification:

- (i) If for equipment produced or provided by a Covered Company:
 - 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:
- 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.

2 INSTRUCTIONS AND EVALUATION CRITERIA

2.1 RFP KEY DATES

Key activities and target completion dates are set forth below. USAC may change these dates at its sole discretion and convenience, without liability.

DATE	EVENT
September 6, 2021	RFP issued
Septebmer 8, 2021	Deadline for submission of questions
September 10, 2021	USAC response to submitted questions
September 17, 2021	Deadline for Contractor to submit RFP response
September 20, 2021	Work commencement date

2.2 CONTRACT AWARD

USAC will evaluate proposals and may award a Contract resulting from this RFP to the vendor whose offer will be most advantageous to USAC. USAC may reject any or all offers if such action is in the public's or USAC's interest, accept other than the lowest offers, and/or waive informalities and minor irregularities in offers received.

2.2.1 Identification of Confidential Information

The proposal shall clearly and conspicuously identify information contained in the proposal that the vendor contends is confidential information. All deliverables submitted by the vendor to USAC are considered confidential information (as defined in Section 8.7

herein) of USAC and are the sole property of USAC. USAC may use, copy, distribute or disclose the deliverables at its sole discretion.

2.3 PROPOSAL INSTRUCTIONS

Contract Proposals must be submitted via Coupa and questions must be emailed to Ecatarina.Grant@usac.org with a copy to RFP@usac.org.

2.3.1 Proposal Cover Page

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

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

2.3.2 PROPOSAL CONTENT

The proposal shall be comprised of the following one (1) volume:

Volume I: Price Proposal

This volume must include a completed bid sheet.

1. The fixed price must be fully burdened and must include wages, overhead, general and administrative expenses, taxes and profit
2. Any labor rates established in this RFP will be used for base and all option periods, except that the Contractor may offer discounts to the labor rates at their discretion.
3. Provide an Invoice Schedule as *Attachment 2* to the Price Proposal. An invoice schedule must be provided for CLIN 0001, which should include estimated time periods for invoicing based upon milestones, deliverables, and tasks corresponding with the firm fixed price of CLIN 0001. The Contractor's invoice schedule will be incorporated into the Contract once approved by USAC. Furthermore, as a condition to exercising the option periods under the Contract, the parties shall agree on an invoice schedule for the option period to include milestones, deliverables, and estimated time periods based on the firm fixed price of the option period.

4. *Attachment 3: Deliverable Acceptable Form* must be submitted with all invoices for this Contract.

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.
 - f. The file name for each volume may not be greater than 15 characters. A sample naming convention is as follows: Contractor Name – RFP 5 - Vol # (eg. ABC-RFP5-Vol2)

2. Page Limitation

Page count for each volume (including the cover page) may not exceed the below limits. Proposals exceeding the page limitations will be deemed technically unacceptable and will not receive further consideration.

Proposal Content	Page Limitation
Volume I: Price Proposal	May not exceed three (3) pages

2.3.3 EVALUATION

USAC will award the Contract to the Contractor whose offer conforming to the Contract will be most advantageous to USAC, price and other factors considered. The evaluation factors include technical and price factors, with technical being substantially more important than the price factor.

The technical sub factors include the following, which are listed below in descending order of importance:

- a. Capabilities
- b. Price

USAC will evaluate price based on the total not-to-exceed cost of the project described in the Contract. However, price is the least important evaluation factor and the Contract may not be awarded to the lowest priced proposal. Price may become a more important selection factor if the ratings for the technical factor are the same or very close to the same for the top rated Offerors. In addition to considering the total prices of the Contractor when making the award, USAC will also evaluate whether the proposed ceiling and prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

ATTACHMENTS

1. USAC Terms and Conditions

ATTACHMENT 1 – USAC TERMS AND CONDITIONS

USAC Terms and Conditions

I. DEFINITIONS

- A. “Contractor” means the Offeror whose proposal was selected for award of the Contract.
- B. “Data” means recorded information, regardless of form or the media on which it may be recorded, and includes, but is not limited to, technical data and Software.
- C. “Deliverables” means the deliverables, goods, items, products, and material that are to be prepared by Contractor and delivered to USAC as described in the Contract.
- D. “Offeror” means an entity submitting a formal proposal in response to this Solicitation.
- E. “Services” means the services, tasks, functions and responsibilities described in the Contract.
- F. “Software” means computer programs that allow or cause a computer to perform a specific operation or series of operations, together with all modifications to, or enhancements (“derivative works”) thereof.

II. INSPECTION / ACCEPTANCE

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

- (a) Accept the Services and Deliverables; or
- (b) Reject the Services and Deliverables and advise Contractor of the reasons for the rejection.

If rejected, Contractor must repair, correct or replace nonconforming Deliverables or re-perform nonconforming Services, at no increase in Contract price. If repair, correction, replacement or re-performance by Contractor will not cure the defects or is not possible, USAC may terminate for cause under Section C.XI, below, and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

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

III. ENTIRE CONTRACT / BINDING EFFECT

The contract, including any attachments identified therein constitutes the entire agreement (“Contract”) between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. USAC’s Terms and Conditions have priority and shall take precedence over any other Contract document, including Contractor proposals that may be included as attachments to the Contract. Any waiver of any provision of the Contract will be effective only if in writing and signed by the party granting the waiver. The Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.

IV. CHANGES

The terms of the Contract shall not be modified other than in writing signed by the parties. The parties may bilaterally modify the Contract as needed.

V. INVOICES

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

VI. PRICE/TAXES

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

VII. PAYMENT / RATES

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

VIII. PATENT INDEMNITY

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

IX. ASSIGNMENT / SUBCONTRACTING

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

X. REPORTING

Reports shall be accurate and timely and submitted in accordance with the due dates specified in this Contract. Should Contractor fail to submit reports or correct inaccurate reports, USAC reserves the right to delay payment of invoices until an accurate report is received and accepted.

XI. TERMINATION FOR CONVENIENCE

USAC may terminate the Contract for any reason or no reason upon seven (7) days prior written notice to the Contractor. Subject to the terms of the Contract, Contractor shall be paid for all time actually spent performing the Services required by the Contract up to date of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of USAC have resulted directly from the termination.

XII. TERMINATION FOR CAUSE

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

XIII. STOP WORK ORDER

USAC may, in its sole discretion, issue a stop work order at any time during the Contract term.

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

XIV. LIMITATION OF DAMAGES

Except in cases of gross negligence or willful misconduct, in no event shall USAC be liable for any consequential, special, incidental, indirect or punitive damages arising under or relating to the performance of the Contract and in no event shall USAC's entire cumulative liability, from any causes whatsoever (including indemnification obligations, if any) exceed the amounts paid to Contractor under the Contract. All exclusions or limitations of damages contained in the Contract, including, without limitation, the provisions of this Section C.XIV, shall survive expiration or termination of the Contract.

XV. INDEMNITY

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

XVI. CONFIDENTIAL INFORMATION

- A. *Confidential Information.* Confidential Information includes, but is not limited to, information, Data, material, or communications in any form or format, whether tangible or intangible, spoken or written (collectively referred to hereafter as "Information"), that contains, reflects, or is derived from or based upon, or is related to:
1. Management, business, procurement or financial Information of either party, the FCC or a Universal Service Fund (USF) stakeholder, including proprietary or commercial Information and trade secrets that have not previously been publicly disclosed;



2. Information regarding USAC's processes and procedures (including, but not limited to, program operational Information, Information regarding USAC's administration of its programs, and Information regarding USAC's processing of applications for program support);
 3. Information concerning USAC's relationships with other vendors or contractors, the FCC, USF Stakeholders and financial institutions;
 4. Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," "work product," etc.;
 5. Information compiled, prepared or developed by Contractor in the performance of the Contract; the foregoing shall not include Information that is already lawfully in the possession of the recipient party prior to the receipt of such Information;
 6. Any Information identified as confidential by the disclosing party; and
 7. Personally Identifiable Information (PII), any information about an individual that can be used to distinguish or trace an individual's identity either alone or when combined with other information that is linked or linkable to a specific individual. Examples of PII include name, address, telephone number, date and place of birth, mother's maiden name, biometric records, etc.
- B. *Non-Disclosure/Use/Irreparable Harm.* It is anticipated that one of the parties (Disclosing Party) may disclose, or has disclosed, Confidential Information to the other party (Recipient). At all times during the term of the Contract and thereafter, the Recipient shall maintain the confidentiality of all Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Recipient shall only use Confidential Information for a legitimate business purpose of USAC and in the performance of the Contract. Recipient acknowledges that the misappropriation, unauthorized use, or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party and could cause irreparable harm to the integrity of the USF Programs.
- C. *Employee Access to Confidential Information.* Recipient shall not disclose Confidential Information to partners, joint venturers, directors, employees, agents and subcontractors (sub-Recipient) unless absolutely necessary for a Recipient's or sub-Recipient's performance of the Contract, and if necessary, shall only disclose the Confidential Information necessary for sub-Recipient's performance of its duties. As a pre-condition to access to Confidential Information, Recipient shall require sub-Recipients, including its employees and subcontractors, and the employees of any subcontractor, to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. The Disclosing Party may enforce such agreements, if necessary, as a third-party beneficiary.

- D. *Contractor Enforcement of Confidentiality Agreement.* Contractor must report, and describe in detail, any breach or suspected breach of the non-disclosure requirements set forth above to the USAC General Counsel immediately (i.e., within one (1) hour) upon becoming aware of the breach. Contractor will follow-up with the USAC General Counsel and provide information on when and how the breach occurred, who was involved, and what has been done to recover the Information.
- E. *Exclusions.* If requested to disclose Confidential Information by an authorized governmental or judicial body, Recipient must promptly notify the Disclosing Party of the request and to the extent that it may legally do so, Recipient must refrain from disclosure of the Confidential Information until the Disclosing Party has had sufficient time to take any action as it deems appropriate to protect the Confidential Information. In the event Confidential Information of USAC is requested, Recipient must notify USAC, with a copy to USAC's General Counsel, of the request. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide the Contract, including Contractor's proposal information, and any information or Data delivered, prepared or developed by Contractor in the performance of the Contract to the FCC or other governmental or judicial body, and may publicly disclose basic information regarding the Contract, e.g., name of Contractor, price, basis for selection, description of Services/Deliverables and any provisions necessary for USAC to justify actions taken with respect to the Contract.

XVII. RETURN OF USAC INFORMATION

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

Services, and USAC Information or any part thereof shall not be sold, assigned, leased, or otherwise transferred to any third party by Contractor (except as required to perform the Services or as otherwise authorized in the Contract), commingled with non-USAC Information, or commercially exploited by or on behalf of Contractor, or its employees or agents.

XVIII. INFORMATION SECURITY

Contractor shall comply with Federal Information Security Management Act (“FISMA”), 44 U.S.C. section 3541, et seq., the Privacy Act of 1974 (5 U.S.C. § 552a)(as may be applicable), and the most current revision of NIST SP 800-53. 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 NIST SP 800-53 Rev 4 or later revisions, and FIPS PUB 140-2 or later revisions. The Contractor shall cooperate with USAC and/or the FCC to implement any federally mandated information security requirements and privacy regulations that are not already listed in this section. Additionally, USAC requires the integration of application and system logging into USAC’s Security Information and Event Management (SIEM) capability to be used for security event management and alerting.

XIX. MALICIOUS SOFTWARE

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

XX. FISMA PROVISIONS

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

Safeguarding of Covered Contractor Information Systems:

USAC’s data security strategy includes the requirement to ensure the security of data protection controls regardless of the location or the party responsible for those controls. Contractor acknowledges that it serves a vital role in achieving this goal. Contractor shall apply the following minimum safeguarding requirements and procedures from NIST SP 800-171



“Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations” to protect covered Contractor information systems and USAC Data. Contractor shall provide USAC with copies of its security policies and procedures to review, upon request. USAC may require a written response that may be an attestation of compliance, a submission of supporting



document, or both. If USAC requests a written response, Contractor shall submit an electronic copy of the document(s) confirming compliance within 10 calendar days. If there are any requirements that are out of scope or that cannot be complied with, Contractor shall fully explained those requirements with a business justification.

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

XXI. TECHNOLOGY CONSIDERATIONS

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

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

- C. The product must be FedRAMP-accredited.

For solicitations and contracts involving the development of custom software, Contractor shall ensure that the custom software developed for USAC:

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

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

XXII. PROPRIETARY RIGHTS

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

means throughout the universe in perpetuity.

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

XXIII. RESPONSIBILITY FOR CONTRACTOR PERSONNEL

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

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

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

Contractor shall conduct background checks on its employees and provide evidence of the background checks to USAC upon request.

XXIV. RECORD RETENTION

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

XXV. KEY PERSONNEL

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



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

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

XXVI. SHIPMENT/DELIVERY

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

XXVII. INSURANCE

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

XXVIII. CONFLICTS OF INTEREST

It is essential that any Contractor providing Services or Deliverables in support of USAC's administration of the USF maintain the same neutrality, both in fact and in appearance, and avoid any conflict of interest or even the appearance of a conflict of interest. For example, to the extent that Contractor, or any of its principals, has client, membership, financial and/or any

other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential and/or apparent conflict(s) of interest. Contractor shall promptly notify USAC, with a copy to USAC's General Counsel, in writing of any actual or potential conflicts of interest involving Contractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which Contractor proposes to avoid, neutralize, or mitigate such conflicts. Contractor shall also notify USAC of any conflicts Contractor has with USAC vendors. Failure to provide adequate means to avoid, neutralize or mitigate any conflict of interest may be the basis for termination of the Contract. By its execution hereof, Contractor represents and certifies that it has not paid or promised to pay a gratuity, or offered current or future employment or consultancy, to any USAC or government employee in connection with the award. In order to maintain the required neutrality, Contractor must not advocate any policy positions with respect to the USF programs or the USF during the term of the Contract. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC.

XXIX. INVALIDITY OF ANY PROVISION

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

XXX. WAIVER

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

XXXI. SEVERABILITY

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

XXXII. CHOICE OF LAW / CONSENT TO JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia (the term "laws" is to be construed as broadly as possible to include case law, statutes, regulations, orders, etc.) without regard to any otherwise applicable principle of conflicts of laws. Contractor agrees that all actions or proceedings arising in connection with the Contract shall be litigated exclusively in the district and, if applicable, Federal courts

located in the District of Columbia (“Courts”). This choice of venue is intended to be mandatory and the parties’ waive any right to assert forum non conveniens or similar objection to venue. Each party hereby consents to in personam jurisdiction in the Courts. Contractor must submit all claims or other disputes to the procurement specialist for informal resolution prior to initiating any action in the Courts and must work with USAC in good faith to resolve any disputed issues. A dispute over payment or performance, whether informal or in the Courts, shall not relieve Contractor of its obligation to continue performance of the Contract and Contractor shall proceed diligently with performance during any dispute over performance or payment.

XXXIII. USAC AND APPLICABLE LAWS

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

XXXIV. RIGHTS IN THE EVENT OF BANKRUPTCY

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

XXXV. NON EXCLUSIVITY

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

XXXVI. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that it is an independent contractor to USAC and

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

XXXVII. SECTION 508 STANDARDS

Compliance with Section 508. Vendor 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. Vendor shall ensure that TDD/TTY users are offered similar levels of service that are received by telephone users supported by the Contract. Vendor 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.

XXXVIII. COVERED COMPANY

Definitions. For purposes of this Section XXXVIII, 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. "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.

Prohibition. Contractor will ensure that no funds from USAC under this Contract will be used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company. This prohibition extends to any subcontractors that provides Services under the Contract. Contractor is responsible for notifying any subcontractors it engages under this Contract of this prohibition.

Monitoring. Contractor must actively monitor what entities have been finally designated by the FCC as a Covered Company. Contractor must actively monitor to ensure that no funds

from USAC are used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company from Contactor or any subcontractor it engages under the Contract. If Contractor finds that funds from USAC are being used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company, Contractor shall immediately notify USAC. In Contractor's notification to USAC, Contractor shall provide the same information required for non-compliance in Section 1.11.5. Any such notification must have audit ready supporting evidence.

Annual Certification. Contractor will conduct a Reasonable Inquiry and provide a certification to USAC in writing 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 1.11.5, 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. If Contractor, or any applicable subcontractor, is not in compliance with Section 1.11.5, Contractor shall so inform USAC and provide the following information in the certification:

1. If for equipment produced or provided by a Covered Company:
 - a. 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.

2. If for services produced or provided by a Covered Company:
 - 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.

XXXIX. TEMPORARY EXTENSION OF SERVICES

USAC may require continued performance of any Contract services within the limits and at the rates specified in the Contract. Except as may be set forth in the Contract, USAC may extend the services more than once, but the total extension of performance hereunder shall not exceed



six months. The USAC Procurement representative may exercise an option to extend by written notice to Contractor within ten (10) days prior to expiration of the then current term.