USAC Solicitation for Enterprise Statistician Services
Revised

SOLICITATION INFORMATION:

Method of Solicitation**:**	Request for Proposal ("RFP")
Contract Period of Performance:	TBD
Solicitation Number:	USAC-20-021
Solicitation Issue Date:	March 3, 2020
Question Due Date:	March 11, 2020
Offer Due Date:	April 2, 2020

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
Noor Jalal Senior Procurement Specialist P: 202-263-1616 E: rfp@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

I. ABOUT USAC

Through its administration of the Universal Service Fund ("USF") programs on behalf of the FCC, 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 High Cost, Lifeline, Rural Health Care, and Schools and Libraries.

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

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

Additional information on USAC programs can be found at: http://www.usac.org/about/about/who-we- are/default.aspx

II. Overview of the Project

The FCC has reformed the USF to support further investment in and access to evolving broadband infrastructure, making the programs a primary vehicle to support this critical national priority. USAC, as the administrator of the USF, plays a critical role in supporting the ambitious vision to ensure that all citizens in the United States have access to high-speed broadband. The organization has approximately 500 employees. USAC works in close partnership with the FCC and other federal and state partners to support the achievement of the USF program goals.

The purpose of this Request for Proposal ("RFP") is to select a qualified external firm to provide statistical modeling and analysis services for USAC's Payment Quality Assurance ("PQA") Program, High Cost Mobility Fund, and also provide statistical service for unforeseen requirements for other USAC programs/departments. USAC will award a single indefinite-delivery, indefinite-quantity ("IDIQ") task order based contract resulting from this RFP to the responsible selected contractor whose offer is most advantageous to USAC with respect to price and certain other

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

III. Confidentiality

This RFP and any resultant contract is subject to the terms of the Confidentiality Agreement (attached hereto as Attachment 4) which must be executed by Offeror and submitted along with any proposal for this RFP.

SECTION B:

Statement of Work

1. OVERVIEW

USAC is seeking a qualified professional firm to provide statistician services (the "Contractor"). The Contractor shall provide statistical modeling and analysis services for USAC's Payment Quality Assurance ("PQA") Program, and High Cost Mobility Fund. The contractor will also provide statistical services for unforeseen requirements for other USAC programs/departments.

2. TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity ("IDIQ") task order based contract. USAC intends to award a single contract under this procurement for statistician services (the "Services"). During the contract term, task orders will be priced primarily on a time and materials ("T&M") using the fixed unit prices proposed by the Contractor, with a not-to-exceed ("NTE") price. Fixed unit prices must be fully loaded and include all direct and indirect costs set forth in this Section B, including equipment, product support, supplies, general and administrative expenses, overhead, materials, travel, labor, taxes, shipping, and profit. All travel expenses to be incurred will adhere to the USAC travel policy.

3. CONTRACT TERM

The term of this Contract shall be for a base period of one year with four (4) one-year renewal options ("Contract Term"), unless extended by USAC or terminated sooner in accordance with the Contract. The term of this Contract shall commence on 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 within the limits and at the costs specified in the Contract. USAC may extend the term of the Contract more than once, but the total extension of performance under the Contract shall not exceed six (6) months.

4. WHERE THE WORK TAKES PLACE

All Services provided pursuant to the Contract must be performed within the United States (including Alaska and Hawaii) or its recognized territories. The Contractor shall perform Services at its own facilities and, when necessary, at the USAC's office located at 700 12th Street NW, Suite 900, Washington, DC 20005 ("USAC Headquarters"). USAC may conduct occasional meetings or training at USAC Headquarters or at the Federal Communications Commission (FCC) offices located at 445 12th Street SW, Washington, DC 20554. USAC shall provide appropriate office space and appropriate access to its computer network for duties performed at USAC headquarters,

if necessary. Each Contractor will be required to complete the USAC Visitor Form and wear a badge while on premises.

5. 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 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").

6. SCOPE OF SERVICES/DELIVERABLES BY PROGRAM

A. Background: Audit and Assurance Division Payment Quality Assurance (PQA)

The Payment Quality Assurance ("PQA") Program enables USAC to provide the FCC with accurate, timely information about improper payments to Support Mechanism beneficiaries, as required by the Improper Payments Elimination and Recovery Improvement Act ("IPERIA"). Under the PQA program, USAC assesses specific payments made to USF program beneficiaries to determine if these payments were made in accordance with FCC rules. Using the results of these assessments, USAC calculates estimates of improper payment rates and provides this information to the FCC.

USAC disburses funds to eligible beneficiaries on a monthly basis for the High Cost and Lifeline Programs and, as appropriate invoices are submitted by beneficiaries and approved for payment under the Rural Health Care and E-rate Programs. USAC selects a limited number of Support Mechanism beneficiaries for each cycle of PQA assessments. The following table summarizes the estimated annual assessments in each Support Mechanism for the USF PQA program:

Program	Sample Size
High Cost	200
Lifeline	278
Schools & Libraries	360
Rural Health Care	410
Total	1,248

1. Scope of Services

Contractor shall provide professional statistical modeling and analysis services for USAC's PQA program, which monitors beneficiary compliance with Universal Service

support mechanism regulations, and provides information to the FCC for reporting under the IPERIA (formerly known as the Improper Payments Elimination and Recovery Act ("IPERA") and Improper Payments Information Act ("IPIA")). IPERIA requires federal agencies to review programs and activities they administer and identify those that may be susceptible to significant erroneous payments. IPERIA focuses on disbursements of federal funds made by a federal agency, contractor, or an organization administering a federal program or activity (including USAC). The FCC has determined that IPERIA applies to the support mechanisms of the USF PQA program. The PQA procedures are designed to assess rates of improper payments and are not intended to constitute (or replace) audits of compliance with FCC rules.

Contractor shall provide guidance on the appropriate sample selections for USAC's PQA program to provide information concerning compliance with IPERIA. Contractor shall:

1. Review data on USAC disbursements under each of the Support Mechanisms and prepare a sampling plan for PQA assessments on each of the Support Mechanisms summarizing sampling methodology and compliance with statistical sampling requirements.

2. Review results of PQA assessments on an ongoing basis to ensure the sampling plan continues to meet IPERIA requirements. Amend or modify the sampling plan if necessary.

3. Prepare a draft final report ("Draft Report') and final report ("Final Report") on each of the Support Mechanisms summarizing assessment results and discussion of payment error rates.

4. Consult with USAC and, as necessary the FCC, regarding sampling plan and results of sample assessments.

2. Required Tasks & Deliverables

I. Task 1 – Preparation of Sampling Plans for the PQA Program

a. Review and understand USF Support Mechanism, USAC's PQA Program, and the requirements of IPERIA.
b. Review relevant data for preparation of sampling plans, including USAC provided data regarding payments to Program beneficiaries. Analyze payment types and amounts as necessary for preparation of sampling plans.
c. Meet with USAC staff, as necessary, to understand Support Mechanisms, USAC's PQA Program, and requirements of IPERIA.
d. Prepare a written PQA assessment sampling plan for each Support Mechanism that will generate statistically valid samples necessary to meet IPERIA requirements including sample size and precision rates.
e. Task I must be completed within thirty (30) days of the Period of Performance start date.

II. **Task 2 – Review results of PQA Assessments / Modify Sampling Plans as Necessary**

a. On a continuous basis, review results of PQA assessments performed under the sampling plans to confirm validity of statistical samples in compliance with IPERIA requirements, including analysis of payment error rates and compare the errors to the guidance as described in the IPERIA.
b. Meet with USAC personnel on an as-needed basis during regular business hours to discuss results of assessments and interpretation of statistical samples.
c. Revise sampling plan(s), if necessary, based on assessment results to ensure continued validity of statistical samples in compliance with IPERIA requirements, including sampling size and precision rates. Contractor must complete revisions to sampling plans within five (5) days of meeting with USAC.

III. **Task 3 – Preparation of Final Report**

a. Review final results of annual PQA assessments for sampling year.
b. Perform an analysis of payments and assessment results and prepare a written report discussing the following:
    i. Methodology and basis for preparation of sampling plans, and any revisions thereto.
    ii. How sampling plans are compliant with the IPERIA statistical sampling requirements.
    iii. Validity of assessment results meeting IPERIA statistical sampling requirements.
    iv. Improper payment error rates and projected total improper amounts for each program.
c. Prepare the Draft Report and submit to USAC for review thirty (30) days prior to expiration of the contract period of performance end date.
d. Meet with USAC personnel to discuss the Draft Report.
e. Prepare revisions to the Draft Report, if requested by USAC, to establish compliance with IPERIA requirements.
f. Submit Final Report to USAC and FCC within ten (10) days of receiving USAC comments on Draft Report.

IV. **Task 4 – Consult with USAC on As-Needed Basis**

a. Meet with USAC on an as-needed basis during regular business hours to discuss sampling plans, methodology, and results of assessments.
b. All meetings will be held at USAC Headquarters, unless USAC agrees to a teleconference.

B. Background: High Cost Connect America Fund

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.

Prior to the modernization of the High Cost Fund, carriers were required to submit revenue and expense data to USAC to qualify for High Cost Program support for the maintenance and upgrade of voice services. The High Cost Program is transforming, and carriers are now required to report the physical location, with coordinates, of where broadband is being deployed using USF dollars. The program will also measure the broadband progress and a demonstration of how the funds are being used. Although a much smaller percentage of carriers will continue to submit legacy documentation and be audited by USAC's internal audit department, many carriers will be participating in Connect America Fund ("CAF") instead. The High Cost Program will now be responsible for compliance as it relates to verification of broadband build out. Millions of locations are expected to be submitted and USAC's High Cost division is currently developing verification procedures to ensure the locations reported by the carrier are capable of delivering broadband. Because all the locations cannot be verified, a robust sampling plan is needed to ensure the verification team reviews enough locations to have confidence in the data reported.

The following table lists the High Cost program funds and other FCC directives that are subject to verification and require a sampling plan:

Funds and FCC Directives	**Data Source**
Connect America Fund Phase II (CAF Phase II)	Broadband Locations (latitude, longitude), Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)
Connect America Fund Phase II Auctions (CAF Phase II Auctions)	Broadband Locations (latitude, longitude), Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)
Alternative Cost America Model (ACAM), Revised ACAM, ACAM II	Broadband Locations (latitude, longitude), Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)
Mobility Fund II	Road miles (latitude, longitude), Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)
Rural Broadband Experiments (RBE)	Broadband Locations (latitude, longitude), Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)
Connect America Fund Broadband Loop Support (CAF BLS)	Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)

Alaska Plan (AK Plan)	Broadband Locations (latitude, longitude), Census Blocks, Support amounts, and other data, Study Areas (high cost recipients)
Performance Measures	Broadband locations (latitude, longitude), performance test data (speed and latency), mean opinion score (MOS), and other data
Other	Other broadband location sampling as needed

1. Scope of Services

Contractor shall provide professional statistical modeling and analysis services for USAC's verifications for the High Cost support mechanisms programs.

Contractor shall provide guidance on the appropriate sample selections for USAC's High Cost programs to provide information concerning compliance with FCC rules and regulations. Contractor shall:

1. Review data on for the High Cost programs under each of the Support Mechanisms and prepare a written sampling plan for each program for the purposes of verifying compliance against FCC requirements.

2. Review results of verifications on an ongoing basis to ensure the sampling plan continues to meet program verification requirements. Amend or modify the sampling plan if necessary.

3. Prepare a Draft Report and Final Report on each of the Support Mechanisms summarizing sampling methodology and compliance with program requirements, statistical sampling requirements, and analysis of verification results.

4. Consult with USAC and, as necessary the FCC, regarding sampling plans and results of sample assessments.

2. Required Tasks & Deliverables

I. **Task 1 – Preparation of Sampling Plans for the High Cost Programs**
   a. Review and understand USF Support Mechanisms, USAC's High Cost Programs, and the requirements of each fund.
   b. Review relevant data for preparation of sampling plans, including USAC provided data regarding Program beneficiaries. Analyze program and payment specific data as necessary for preparation of sampling plans.
   c. Meet with USAC staff as necessary to understand Support Mechanisms.
   d. Prepare written program specific verification sampling plans for each Support Mechanism that will generate statistically valid and/or risk based samples necessary to meet high cost requirements including sample size and precision rates.
   e. Develop the sampling plan (extrapolation calculations) in a desktop application (e.g. Excel) that will allow USAC staff to process as-needed.

f. Assist USAC staff with transitioning the sampling plan into USAC's High Cost Universal Broadband Portal ("HUBB"). The HUBB is a one-stop, consolidated resource for all High Cost stakeholders. The HUBB collects all high cost broadband data and capable of providing real-time data validations, automated milestones/deadline reminders, and an organized workflow for verification processes. The HUBB will automate the sampling selections for the purposes of verifications in the HUBB.
g. Task I must be completed within forty-five (45) days of the Period of Performance start date.

II. **Task 2 – Review results of High Cost Verifications / Modify Sampling Plans as Necessary**
a. On a continuing basis, review results of High Cost verifications performed under the sampling plans to confirm validity of statistical samples in compliance with requirements.
b. Meet with USAC and FCC personnel on an as-needed basis during regular business hours to discuss results of assessments and interpretation of statistical samples.
c. Revise sampling plan(s) if necessary based on verification results to ensure continued validity of statistical samples in compliance with requirements, including sampling size and precision rates. Contractor must complete revisions to sampling plans within ten (10) days of meeting with USAC.

III. **Task 3 – Preparation of Final Report**
a. Review final results of annual verification results for sampling year.
b. Perform an analysis of program data (i.e. broadband locations, road miles) and assessment results and prepare a written report discussing the following:
    i. Methodology and basis for preparation of sampling plans, and any revisions thereto.
    ii. Sampling plans compliant with the programs' statistical sampling requirements.
    iii. Validity of assessment results meeting programs' statistical sampling requirements.
c. Prepare Draft Report and submit to USAC for review thirty (30) days prior to expiration of the then contract period of performance end date.
d. Meet with USAC personnel to discuss Draft Report.
e. Prepare revisions to Draft Report if requested by USAC to establish compliance with programs' requirements.
f. Submit Final Report to USAC within thirty (30) days of receiving USAC comments on Draft Report.

IV. **Task 4 – Consult with USAC on As-Needed Basis**
a. Meet with USAC on an as-needed basis during regular business hours to discuss sampling plans, methodology, and results of assessments.
b. All meetings will be held at USAC Headquarters or FCC headquarters, unless USAC agrees to a teleconference.

C. Statistical services for unforeseen requirements for other USAC programs/departments.

During the term of the contract, USAC may also have the need for statistician services supporting efforts other than PQA and the High Cost Connect America Fund programs. The contractor will provide the statistician services for those unforeseen statistical service requirements if needed.

7. TASK ORDER PROCESS

The selected Contractor must be capable of providing experienced and qualified professional statistician to perform specified task order activities in accordance with timing requirements set forth in each task order.

USAC will issue task orders in accordance with the procedures set forth in this RFP. As specified in each task order(s) issued to the Contractor, Contractor will provide experienced personnel who are capable of performing the tasks described in, and who meeting the qualifications listed under, the position descriptions set forth in Attachment 2.

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. Contractor personnel are expected to comply with all of USAC's rules pertaining to conduct in the workplace. Any change in Contractor's Key Personnel must be approved, in writing, by the USAC Procurement Department and reflected in the task order.

Each task order will outline the invoicing and reporting instructions required specifically for that project.

A. Steps for each task order

Contractor shall perform the following steps which are necessary for task order award. Contractor shall submit one proposal in response to each task order request for proposal ("TORP"), see Attachment 3, Sample TORP, which must include the following information:

- A cover page that includes the following:
  - The name of the Offeror's organization;
  - The Offeror's contact name;
  - The Offeror's contact information (address, telephone number, email address, website address);
  - The Offeror's DUNS number;
  - The date of submittal;
  - A statement verifying the proposal is valid for a period of 120 days; and
  - The signature of a duly authorized Offeror representative.
- A list, by name, of all Key Personnel, along with the labor category they will fill. For each key person, provide a biography that includes his/her educational background, job and related experience, a list of specific efforts he/she has supported, and references.
- A detailed and comprehensive production schedule that includes a proposed schedule and approach for managing and providing the Services and Deliverables required by the

task order. Offeror should also outline any deviations from the task order defined Deliverables or objectives.
- Hourly breakdown of each Key Personnel.
- Total not to exceed labor hour cost for the project.

8. Key Personnel

USAC would like to get to know Contractor's team as part of the RFP process. Contractor shall provide detailed information about the following Key Personnel, who will be written into the Contract by name including, length of time working at the company, years of experience working in the field, and specific experiences that relate to their required role. The Contractor's team must be staffed with the following Key Personnel throughout the duration of the contract:

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

- Statistician – Will provide statistician services required in each Task Order.

Contractor shall propose additional Key Personnel who are necessary to the successful implementation of proposed solution.

9. MEETINGS AND COMMUNICATION

A. Project Kick-Off Meeting

A project kick-off meeting shall be held at USAC's Headquarters in Washington, D.C. The project kick-off meeting is intended to serve as an introduction between the Contractor personnel who will perform the Services under the Contract, and USAC personnel who will be involved with the project. The meeting shall provide the forum to discuss technical or business questions, project roles and responsibilities of the respective parties and any project communications.

B. Status Meetings

During performance of the Contract, Contractor personnel shall communicate on a regular basis with USAC staff, and, as requested by USAC's Program Manager or Contract Administrator, attend weekly status meetings with USAC staff to discuss project status and progress and impediments. Status meetings will be held by teleconference unless USAC expressly requests the physical presence of Contractor personnel at the meeting.

Key Personnel must be willing to travel to USAC's office, as necessary, during active project work, unless agreed otherwise in advance.

C. Milestone Status Meetings

Key Personnel must be prepared to present each Deliverable either in-person or via webcast meeting. For revision rounds, the Contractor's Key Personnel should be prepared to walk through any editing round questions via phone.

D. Accessibility

Key Personnel must be accessible via telephone or email during USAC's normal business hours, Monday through Friday (9:00AM-6:00PM ET).

10. TRAVEL

Contractor's staff may be required to travel to USAC to perform services under the contract. In accordance with the terms and conditions of the contract and USAC's Travel Expense Policy, USAC will reimburse the Contractor for necessary and reasonable travel expenses incurred in performance of this request for Services. The travel will be included in the not-to-exceed value of the Contract and will be limited to Task Orders where it is specifically requested.

SECTION C:
USAC Terms and Conditions

I. DEFINITIONS

A. "Contractor" means the Offeror whose proposal was selected for award of the Contract.

B. "Data" means recorded information, regardless of form or the media on which it may be recorded, and includes, but is not limited to, technical data and Software.

C. "Deliverables" means the deliverables, goods, items, products, and material that are to be prepared by Contractor and delivered to USAC as described in 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. TERMINATION FOR CONVENIENCE

USAC may terminate the Contract for any reason or no reason upon one (1) day prior written notice to the Contractor. Subject to the terms of the Contract, Contractor shall be paid for all time actually spent performing the Services required by the Contract up to date of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of USAC have resulted directly from the termination.

XI. TERMINATION FOR CAUSE

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

XII. STOP WORK ORDER

USAC may, in its sole discretion, issue a stop work order at any time during the Contract term. Upon receipt of a stop work notice, or upon receipt of a notice of termination (for cause or convenience), unless otherwise directed by USAC 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.

XIII. 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 exceed the amounts paid to Contractor under the Contract. All exclusions or limitations of damages contained in the Contract, including, without limitation, the provisions of this Section C.XIII, shall survive expiration or termination of the Contract.

XIV. 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.

XV. 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, 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.

XVI. 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.XV.

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.

XVII. INFORMATION SECURITY

Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of Confidential Information, including any PII, in its possession according to National Institute of Standards and Technology ("NIST"), Federal Information Security Management Act ("FISMA") requirements, and the Office of Management and Budget ("OMB") requirements. This includes all information that is sent to and received from USAC and USAC Stakeholders. The Contractor and its subcontractors shall ensure that their respective local area networks, servers, and personal computers are secure from unauthorized access from within or outside their respective organizations. The Contractor shall not store or otherwise maintain any USAC Confidential Information in the Cloud, or back-up and store USAC's Confidential Information without first obtaining USAC's written consent.

XVIII. 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.

XIX. 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 ten (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.

XX. 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-accreditted.

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.

XXI. 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 XVI above and works made-for-hire for USAC within the meaning of the copyright laws of the United States. Accordingly, USAC shall be the sole and exclusive owner for all purposes for the use, distribution, exhibition, advertising and exploitation of such Materials or any part of them in any way and in all media and by all means throughout the universe in perpetuity.

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 XXI.

XXII. RESPONSIBILITY FOR CONTRACTOR PERSONNEL

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

Security Briefings. Before receiving access to IT resources under the Contract, Contractor personnel must 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.

XXIII. 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.

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

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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 (6) 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.

XXXVII. NOTICES

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

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

If to USAC:
Vice President of Procurement, 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.

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

XXXVIII. 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.

XXXIX. 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.

SECTION D:
Attachments

Attachment List:

- Attachment 1: Position Descriptions
- Attachment 2: Pricing Schedule
- Attachment 3: Sample Task Order
- Attachment 4: Confidentiality Agreement

SECTION E:
Instructions & Evaluation Criteria

1. GENERAL

A. CONTRACT TERMS AND CONDITIONS

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

The Offeror's proposal may identify deviations from, or revisions, exceptions or additional terms (collectively "exceptions") to the Terms and Conditions, but only if such exceptions are clearly identified in a separate 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 2:00 PM ET on April 2, 2020** (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, USAC-20-021, of this RFP.

C. PROPOSAL SCHEDULE

DATE	EVENT
March 3, 2020	RFP Released
March 11, 2020	Questions due to USAC by 2:00 PM ET
March 19, 2020	Q&A released to potential Offerors
April 2, 2020	Proposal Due to USAC by 2:00 PM ET at rfp@usac.org

June, 2020	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, (2) consideration of the offer is in the best interest of USAC, or (3) the offer is the only proposal received by USAC.

D. AMEND, REVISE OR CANCEL RFP

USAC reserves the right to amend, revise, or cancel this RFP at any time at the sole discretion of USAC. 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; accept other than the lowest offers; and waive informalities and minor irregularities in 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.XIII.

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

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*. Offerors must explain in detail how they will establish and maintain safeguards to protect the confidentiality and integrity of USAC Confidential Information in their possession as required by the solicitation.

(C) *Conflicts of Interest*. USAC is the appointed neutral administrator of the federal USF. USAC is governed by a Board of Directors comprised of various stakeholders in the universal service programs, and is prohibited from advocating positions on universal service policy matters. Because of USAC's unique role as neutral administrator, it is essential that any contractor providing assistance to USAC in administering the USF maintain the same neutrality, both in fact and in appearance.

B. Technical Capability (Volume I)

(A) The offeror must clearly state whether it will comply with the stated requirements and provide detailed information about how it will fulfill the requirements of the RFP.

(B) Describe Offeror's recent experience in performing similar work and identify methodologies and processes used in providing the services.

(C) Describe Offeror's capabilities for performing this Contract, including key personnel resources and management capabilities. Additional information regarding Offeror's capability should include the following:

i. Key Personnel. All non-administrative personnel who will be performing work on the contract will be designated as key personnel. Identify by name all proposed key personnel. For each of these individuals, provide a resume (not to exceed two pages) that includes their educational background, job and related experience, a list of specific efforts they have supported, and references. Include their experience, if any, in performing the services requested in the RFP. Describe the professional expertise, professional certifications, and academic backgrounds of the staff members who will be assigned to this engagement, and describe the benefits this experience will provide to USAC

ii. If Offeror does not currently have, or may not have, qualified personnel on staff to

fill key positions, describe in detail Offeror's plan for recruiting individuals with that skill set(s).

C. Past Performance Information (Volume III)

This volume must include:

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

D. Price Proposal (Volume IV)

This volume must include:

- A cover page, as outlined above.
- Completed pricing information in, Attachment 1: Pricing Schedule.
    - 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.
    - The labor rates established in this RFP will be used for base and all option years, except that the Contractor may offer discounts to the labor rates at their discretion.

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.

b. Volume II – Technical; may not exceed twelve (12) pages ; however excluding **Appendix A** (Resumes),

c. Volume III – Past Performance Information; may not exceed four (4) pages.

d. Volume IV – Price; may not exceed three (3) pages.

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

7. EVALUATION

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

- **Technical:** The technical sub factors listed below in descending order of importance:
  - Technical Approach
  - Key Personnel

- **Past Performance:** Past performance information will be evaluated to assess the risks associated with an Offerors performance of this effort, considering the relevance, recency and quality of the Offerors past performance on past or current contracts for the same or

similar services. The Offerors past performance will be evaluated based on the Offerors discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offerors proposed teaming partner(s) and/or subcontractor(s), as applicable), and information that may be obtained from any other sources (including government databases and contracts listed in the Offerors proposal that are not identified as references).

- **Price Evaluation:** USAC will evaluate price based on the total of the extended prices in the Pricing Schedule. However, price is the least important evaluation factor and the Contract may not be awarded to the lowest priced Offeror. Price may become a more important selection factor if the ratings for the non-price factors are the same or very close to the same. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

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, prior to discussions, from further consideration based on a comparative analysis of Offerors price proposals. Proposals that include proposed prices that is significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the competition.

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

Attachment 1

Labor Category Position Descriptions

Name/Title	Minimum Education	Minimum Experience	Functional Responsibility
Statistician	PhD in Statistics	10 years of applicable statistical experience; telecommunications industry experience preferred	Prepares testing scenarios and tests model performance using various applications developed on a Microsoft Office platform. Ability to develop mathematical algorithms based on statistical analysis of existing data and an understanding of the process(es) being modeled. Use mathematical and statistical modelling to identify, interpret, and project trends in algorithm and make adjustments as needed.

Attachment 2

Key Personnel & Price Schedule

1. KEY PERSONNEL

Insert Rows as required

Labor Category	Name of Personnel
Project Manager	
Statistician	

2. PRICING SCHEDULE LABOR HOUR

Labor Category	Labor Rate (Base Year)	Labor Rate (Option Year 1)	Labor Rate (Option Year 2)	Labor Rate (Option Year 3)	Labor Rate (Option Year 4)
Project Manager	$	$	$		
Statistician	$	$	$		

ATTACHMENT 3 – Sample Task Order Proposal

TASK ORDER #XX - DIVISION

ENTERPRISE STATISTICIAN SERVICES

TASK ORDER INFORMATION:

Task Order Number:
Task Order Period of Performance:
Task Order NTE Value: $

TASK ORDER ISSUED BY:

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

CONTACT INFORMATION:

Universal Service Administrative Co.
Noor Jalal
Senior Procurement Specialist
P: 202-423-2654
E: noor.jalal@usac.org

[Contractor Name]
[Name of Contractor POC]
[Title of Contractor POC]
P: XXX-XXX-XXXX
E: [Contractor Email Address]

[CONTRACTOR NAME] SIGNATURE:

Offeror Contact Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____

USAC SIGNATURE:

USAC Contracting Official Signature: _____Date Signed: _____

Printed Name and Title of Contact: _____

1. TYPE OF CONTRACT

This is Time & Materials (T&M) task order for Statistician Services for XXXX Program with a not-to-exceed value of $XXX. Services shall be performed on a T&M basis using the labor categories and fixed hourly rates set forth in **Attachment 1** of the Contract**.** USAC will not be obligated to pay Contractor any amount in excess of the NTE amount and Contractor shall not be obligated to continue performance if to do so would exceed the NTE. The fixed labor rates for each labor category shall include all direct and indirect costs, including wages, overhead, general and administrative expenses, materials, travel, labor, taxes, shipping, and profit. Contractors may invoice for up to 10% of the total task order value in travel expenses, provided Contractor complies with USAC travel policies.

2. PERIOD OF PERFORMANCE

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

3. WHERE THE WORK TAKES PLACE

All Services provided pursuant to the Contract must be performed within the United States (including Alaska and Hawaii) or its recognized territories. The Contractor shall perform Services at its own facilities and, when necessary, at the USAC office. USAC may conduct occasional meetings or training at its headquarters located at 700 12th Street NW, Suite 900, Washington, DC 20005 or at the Federal Communications Commission (FCC) offices located at 445 12th Street SW, Washington, DC 20554. USAC shall provide appropriate office space and appropriate access to its computer network for duties performed at USAC headquarters, if necessary. Each Contractor will be required to complete the USAC Visitor Form and wear a badge while on premises.

NOTE: 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 Online Training.

4. COMPANY PROFILE

USAC is a not-for-profit Delaware corporation, which works under the oversight of the Federal Communications Commission (FCC). USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government. The Contract 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. SCOPE OF SERVICES/DELIVERABLES BY PROGRAM

High Cost Connect America Fund

[Scope of work and deliverables to be added]

Audit and Assurance Division Payment Quality Assurance (PQA)

[Scope of work and deliverables to be added]

6. 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.

Attachment 1

Key Personnel & Price Schedule

1. KEY PERSONNEL

Insert Rows as required

Labor Category	Name of Personnel
Statistician	

2. PRICING SCHEDULE LABOR HOUR

Labor Category	Labor Rate (Base Year)	Number of Hours	Total Estimated Cost
Statistician	$		$
Estimated Travel Costs			$
Total Estimated Costs			$

Attachment 4
USAC Confidentiality Agreement

1. I recognize and acknowledge that as a, bidder/offeror, contractor, subcontractor, consultant, agent, or an employee or other representative thereof (collectively, "a Contractor") for the Universal Service Administrative Company ("USAC"), I may have access to Confidential Information, as that term is defined in Appendix A to this Confidential Information Use and Disclosure Agreement ("Confidentiality Agreement").

2. I acknowledge and agree that I will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. I acknowledge and agree that this obligation applies to the treatment of all Confidential Information to which I obtain access while working as a Contractor for or on behalf of USAC, regardless of the form of the Confidential Information or the manner in which I obtain access to it. I acknowledge and agree that my obligations with respect to confidential information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly, and information obtained pursuant to or outside of my job responsibilities if I obtained the information as a result of my relationship with USAC.

3. I acknowledge and agree that my obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue even if I am no longer a Contractor.

4. I acknowledge and agree that I will not use Confidential Information for any purpose other than a legitimate business purpose of USAC.

5. I acknowledge and agree 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, I will not disclose Confidential Information to any person or entity other than: (a) the provider of the Confidential Information at issue, or (b) an authorized Contractor who has executed a confidentiality agreement with USAC.

6. I acknowledge and agree that this Confidentiality Agreement shall not apply to requests for Confidential Information made by an employee of the Federal Communications Commission ("FCC"), except that I 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 Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.

7. I acknowledge and agree 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 I may not disclose Personally Identifiable Information without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.

8. I acknowledge and agree that if I receive a subpoena or any other request or demand for Confidential Information, I will take all reasonable and appropriate steps to ensure 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. I acknowledge and agree that if I know or have a reasonable basis for believing that any Contractor is using or disclosing Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify the USAC General Counsel.

10. I acknowledge and agree that if I intentionally or unintentionally disclose any Confidential Information in violation of this Confidentiality Agreement, I will immediately so notify the USAC General Counsel.

11. I acknowledge and agree that if I am uncertain or have questions about my obligations under this Confidentiality Agreement, I will immediately seek advice from the USAC Director of Human Resources or the USAC General Counsel.

12. I acknowledge and agree that any violation of this Confidentiality Agreement may subject me to disciplinary action, including suspension or termination of employment, and civil and criminal liability.

13. I acknowledge and agree that signing this Confidentiality Agreement is a condition of my working as a Contractor for USAC. I acknowledge and agree that USAC may modify this Confidentiality Agreement and require me to execute the modified version.

14. I acknowledge and agree that upon completion or termination of my relationship as a Contractor for USAC, I will return to the USAC General Counsel, the USAC Director of Human Resources, or other person designated by either of them, any Confidential Information in my possession.

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

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.

Acknowledged and agreed:

By (signature): _____

Name (print): _____

Date: _____

UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

CONFIDENTIALITY AGREEMENT - APPENDIX A

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

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as "Information") and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal 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 FCC procurements (but not final solicitation or procurement documents that are formally released to one or more prospective bidders or offerors), contractor bids or proposals, evaluation of bidders or offerors, selection of contractors, or the negotiation of contracts.

3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute 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 FCC, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications,

information that constitutes work product or reflects USAC, FCC or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not limited to internal USAC information, information exchanged between USAC and the FCC or another government agency and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of USAC, the FCC, other government agencies, and their respective staff.

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

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