ATTACHMENT 4

Key Personnel

A. Requirements. Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under the Agreement. The Contractor’s full-time employees that fill the key positions identified below, or equivalent roles, shall be deemed “Key Personnel” subject to the requirements of this Attachment 4 and any other applicable provisions of the Agreement:

1. Project Director – One person who is solely responsible for customer delivery and satisfaction. This person has the authority to drive production, realign staff, and ensure delivery and timeliness of customer satisfaction. This person serves as a single point of contact for USAC to relay priorities and business needs. The Project Director ensures alignment and coordination among all function areas. Minimum experience: 10 years.

2. Assistant(s) to Project Director – supports and can serve as back-up for the Project Director in all aspects described above. Minimum experience: 7 years.

3. Senior Operations Staff for Critical Functions – a direct report to the Project Director and ensures contractual obligations are met for processing and review of all forms and requests including, but not limited to, PIA, invoicing, appeals, post-commitment change requests and forms, and COMADs. Minimum experience: 7 years.

4. Senior Operations Staff for non-Critical Functions – a direct report to the Project Director, ensures contractual obligations are met for all non-critical tasks including, but not limited to, systems support and process integration, procedures, and document preparation. Minimum experience: 5 years

5. Senior Quality Assurance Staff – a direct report to the Project Director and ensures processing and review quality standards are met. Minimum experience: 5 years

6. IT Director (IT Lead) with IT infrastructure and security background and qualification – a direct report to the Project Director, bridges the gaps among Contractor's operations and IT teams. This person will record and track production issues, facilitate software testing for software to be used by the operations teams, supports the creation of IT requirements, including surfacing use cases, business rules, etc., to help Schools and Libraries Division maintain and deliver software (the EPC system) successfully. Minimum experience: 7 years.

7. Senior Training and Procedures Staff – may report to one of the named Key Personnel, above. This person ensures that procedures are managed and updated timely, and also supports the production of procedures for FCC approval. This person further ensures that all Contractor staff is sufficiently trained on all procedures and on all updates to procedures. Minimum experience: 7 years.
During the Term, Contractor shall continue to employ the Key Personnel, and the Key Personnel shall contribute to the Schools and Libraries program as necessary to accomplish the required tasks and deliverables enumerated in the Agreement.

Contractor shall provide names, working locations, and contact information (desk phone number, mobile phone number, and email address) for all staff working under this Agreement, including staff not fully dedicated to this Agreement.

B. Unavailability of Key Personnel. If one or more of the Key Personnel for whatever reason becomes, or is expected to become, unavailable for work under this Agreement for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in this Agreement, Contractor shall immediately notify USAC and shall, subject to the written approval of USAC, which will not be unreasonably withheld or delayed, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

C. Requests for Substitutions. Contractor may only assign qualified individuals to Key Personnel positions. USAC has the right to request in writing that any Key Personnel be removed.

D. Remedies. If USAC reasonably determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the Services is not reasonably forthcoming or that the resultant reduction of productive effort would be so significant as to substantially impair the successful completion of the services in this Agreement, USAC shall notify Contractor in writing of such issues. Contractor shall have thirty (30) days to remedy such issues and, if Contractor does not remedy such issues within such thirty (30) day period, this Agreement may be terminated by USAC for default.