

USAC DODC Project Management Office Support

SOLICITATION INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Award Effective Date: TBD
Contract Period of Performance: 18 Months from date of award
Solicitation Number: HC-19-112
Solicitation Issue Date: October 18, 2019
Offer Due Date: November 18, 2019

CONTRACT TO BE ISSUED BY:

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

CONTACT INFORMATION

USAC CONTACT INFORMATION	OFFEROR CONTACT INFORMATION
Ecatarina Grant Senior Procurement Specialist P: 202-772-4529 E: ecatarina.grant@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. Overview of the Project

Universal Service Administrative Company (USAC) is seeking a collaborative, best-in-class contractor with substantial and demonstrable Program Management Office (PMO) experience to support the establishment of systems for Digital Opportunity Data Collection (DODC). The DODC will collect geospatial data on broadband availability from broadband providers and “crowdsourced” data from government entities and the general public who dispute the broadband availability data. PMO activities supporting the DODC project will ultimately enable the deployment of a geospatial data collection system, a public facing map, a crowdsourced data portal, and a dispute tracking system—known collectively as the DODC systems.

II. Confidentiality

All bidders/offerors are advised that this solicitation and any resultant contract(s) are subject to the terms of the Confidentiality Agreement contained in this solicitation as Attachment 3. This Confidentiality Agreement must be executed and submitted along with the Bid/Proposal for this solicitation.

III. Background

Through its administration of the Universal Service Fund (USF) programs on behalf of the Federal Communication Commission (FCC), USAC works to promote the availability of quality services at just, reasonable and affordable rates and to increase access to advanced services throughout the nation. Specifically, 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 each of the USF programs.

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 550 employees. USAC works in close partnership with the FCC and other federal and state partners to support the achievement of the USF program goals.

USAC administers the USF programs—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 information 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, Assurance and Audit, the Enterprise Program Management Office and Human Resources.

The DODC will be a part of the High Cost Program which 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.

Consistent with FCC rules, USAC does not make policy for or interpret unclear provisions of statutes or the FCC's rules. Additional information on USAC programs can be found at: <http://www.usac.org/about/about/who-we-are/default.aspx>

IV. Goals

USAC's desire for this assessment is to have a contractor support USAC in meeting the FCC's objectives and requirements in implementing the DODC system. Contractor shall be responsible for establishing a Program Management Office (PMO) that will be responsible for the DODC assessment and implementation management, incorporating industry best practices and processes. An analysis of current data collection activities and systems, to-be solution characteristics and a Gap analysis that highlights the gap between current environment and to-be functional architecture. Perform functional system requirements gathering for future DODC data collection portal, crowdsourcing portal system builds. USAC maintains oversight over the contractor, whose duties and responsibilities will include:

- (1) Project management, implementation support, reporting and administration;
- (2) Detailed functional requirements development;
- (3) Security and technical design;
- (4) Analysis of alternatives;
- (5) Testing, and;
- (6) Training materials and outreach for DODC systems.

SECTION B:

Requirements and Scope of Work

I. OVERVIEW

USAC is seeking a collaborative, best-in-class contractor with substantial and demonstrable PMO experience to support the establishment of systems for DODC. The DODC will collect geospatial data on broadband availability from broadband providers and “crowdsourced” data from government entities and the general public who dispute the broadband availability data. PMO activities supporting the DODC project will ultimately enable the deployment of a geospatial data collection system, a public facing map, a crowdsourced data portal, and a dispute tracking system – known collectively as the DODC systems.

The selected Contractor will support USAC in meeting the FCC’s objectives and requirements in implementing the DODC. USAC maintains oversight over the contractor, whose duties and responsibilities include:

1. *Project Management, Implementation Support, Reporting, and Administration:*

In general, the Contractor shall provide professional project management support for the DODC. This includes, but is not limited to, developing and managing project plan(s) and timelines; coordinating project governance; providing reporting; providing support to the USAC project team as requested; supporting internal change control activities; developing an internal, stakeholder communication plan; and soliciting and managing the prospective systems development and integration vendor (Integrator).

2. *Detailed Functional Requirements Development:*

Contractor shall develop and manage functional requirements for supporting the development of DODC systems, including a geospatial data collection system, a public facing map, a crowdsourced data portal, and a dispute tracking system.

3. *Security and Technical Design:*

Contractor shall develop technical requirements, maintain compliance with geographic information systems (GIS) requirements, develop other technical requirements documents from subject matter experts (SMEs), and ensure Federal Information Security Management Act (FISMA) compliance for DODC systems.

4. *Analysis of Alternatives:*

Contractor shall perform an analysis of alternatives (AoA) (e.g. USAC’s High Cost Universal Broadband Portal (HUBB), Mobility Fund Phase II (MFII) Challenge Portal, FCC Form 477 system, or commercial off-the-shelf (COTS)), determine the efficacy of leveraging existing USAC or COTS systems, and make technical recommendations on program and systems designs supporting the DODC systems.

5. *Testing:*

Contractor shall create use cases for testing, develop acceptance criteria, and conduct testing to ensure the accuracy and functionality of each component of DODC systems.

6. *Training Materials & Outreach for DODC Systems:*

Contractor shall support change management with the service provider community, otherwise known as filers; develop an external communication/outreach plan; provide outreach, develop training materials, conduct training, and develop additional documentation as required for DODC systems.

II. TYPE OF CONTRACT

This will be a time and materials, single-award contract (the Contract) with a not-to-exceed amount, for which Contractor shall provide its rates by relevant labor category and bill of materials, overall time and materials (T&M) estimates, and cap on T&M charges. The T&M labor rates for the work is to be set forth in Attachment 1 to the Contractor Response to the RFP. The labor rates must 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 (including use and sales taxes), shipping, and profit. USAC may reimburse Contractor for any pre-approved travel-related expenses to USAC vendor locations on behalf of USAC in accordance with [USAC's Travel Policy](#).

III. CONTRACT TERM

The term of the Contract shall be for eighteen (18) months (the Initial Term), unless extended in writing by USAC. USAC may opt to extend the Initial Term of the Contract for up to three (3) additional twelve (12) month option periods (each, an Option Period). An Option Period may be exercised only by USAC, at its sole discretion, by giving Contractor no less than thirty (30) days advanced written notice. The Initial Term of the Contract shall commence on the Effective Date on which the Contract is signed.

IV. PLACE OF PERFORMANCE

- A. All required Contract Services must be performed within the United States and will primarily be at USAC corporate headquarters (USAC Headquarters). Contractor personnel performing Services at USAC Headquarters must complete the USAC Visitor Form and Confidentiality Agreement prior to being assigned a temporary USAC visitor's badge and being allowed on-site.
- B. A Contract kick-off meeting will be held at USAC's Headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005. Status and other meetings may be held telephonically or in person, at USAC's sole discretion. USAC will not reimburse Contractor for any travel related expenses for kick-off, status, and other meetings.
- C. Services requiring work at USAC Headquarters, will include appropriate work space and appropriate access to USAC's computer network. **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 and Privacy Awareness Online Training. Contractor will be required to complete Role-Based Privacy Act Training if accessing USAC information systems designated as federal system of records.

- D. Status update meetings and other meetings will be held in person or virtually, except to the extent that USAC or the Contractor requires in-person presence. While at USAC Headquarters for meetings or to perform engagement services, Contractor personnel will be considered visitors. All visitors are required to complete [USAC's Visitor Form](#) and wear a badge while on premises. The Contract kick-off meeting and all in-person meetings will be held at USAC Headquarters or other reasonable locations designated by USAC.

V. COMPANY PROFILE

USAC is a not-for-profit Delaware corporation, which works 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). Further, USAC's IT systems that are used to administer the Universal Service Fund (USF) programs and USAC vendors that handle and manage USF data must be compliant with FISMA and National Institute of Standards and Technology (NIST) requirements, as applicable to federal agencies.

VI. PERFORMANCE REQUIREMENTS

Contractor shall begin performance of the engagement services and hold a project kick-off meeting (see Section B.VIII.A.1 below) no later than ten (10) business days following the Contract start date. During the project kick-off meeting, the Contractor shall present its draft Project Plan, as provided in Contractor's proposal response. The Project Plan should be based on Contractor's past successful engagements and methodology for conducting support services of the type requested herein. Additionally, Contractor will be required to develop and present a Draft Project Plan and responsibility assignment matrix (RASCI) within five (5) business days of the project kick-off meeting. Once USAC has approved the Draft Project Plan, the plan will then become the baseline for management of the overall DODC project.

VII. SCOPE OF SERVICES

- A. Contractor shall provide the following Services and Deliverables in accordance with the terms set forth below and in Section C of this RFP:

1. *Project Management, Implementation Support, Reporting, and Administration:*

Contractor shall develop and manage project plan(s) and timelines, establish project governance, provide reporting, provide support to members of the USAC team as requested, and manage the prospective systems development/integration vendor (the Integrator).

- a. Develop and manage project plan(s) and timelines, establish project governance, and provide support to members of USAC team.
- b. Develop and deliver new and improved processes, procedures, and training materials to support USAC personnel. Process, procedure, and training documentation will support DODC systems. This documentation will also support the service providers that will access and use the DODC systems. Provide technical support for service desk (ticketing management) to support service providers that are preparing the broadband coverage polygons.
- c. Manage the Integrator:
 - i. Project management and product delivery support for the DODC systems.
 1. Overview: After developing the requirements for DODC systems (discussed below) and after USAC retains the Integrator responsible for the development, testing, and deployment of DODC systems based on approved requirements, provide project management support and quality assurance during implementation of DODC systems. This includes oversight of the development, integration, implementation, and testing.
 2. Project Plan Analysis: Perform a thorough analysis of the Integrator's project plan to confirm reasonableness of timelines and sufficiency to implement future system(s).
 3. Risk Management: Perform risk management activities, including identification of risk areas and mitigation techniques to ensure timely and accurate systems delivery.
 4. Change Management: Perform change management activities, including developing and executing a communications strategy to ensure effective management of scope and changes to requirements.
 5. Product Delivery: Own and track product delivery and milestones and orchestrate need for process and product changes.
 6. Outreach: Manage and track product development, enhancements and testing, including outreach for service

- providers or other external entities assisting with DODC systems testing.
7. Review: Review all of the Integrator's deliverables and confirm sufficiency and compliance with the requirements developed.
 8. Milestones: Monitor the Integrator's progress towards meeting milestones. Coordinate with the Integrator to timely notify USAC regarding any delays or potential issues as they arise.
 9. Communications Management Plan: Develop, manage, and monitor the frequency, format, and protocol for all project communications.
- d. Transition Planning and Support: Plan and manage transition of the DODC system solution from lower, pre-production environments to the live, production environment.
 - i. Strategy Alignment: Ensure Transition Plan aligns with USAC strategy and engage service provider participation throughout the transition lifecycle.
 - e. Quality Assurance: Throughout systems builds, verify the DODC systems are properly designed and working effectively to meet USAC's requirements, as defined in this Section B.VIIA.
 - f. Mitigation Strategies: Assist USAC in risk management and the development of mitigation strategies in the event the Integrator does not meet deliverables and/or system implementation requirements.
 - g. Knowledge Transfer: Provide the Integrator with the information necessary about USAC and systems to enable the Integrator to successfully implement the DODC systems.
 - i. This knowledge transfer should include, but is not limited to, providing the Integrator with a walkthrough of the documents developed in support of the DODC project and DODC systems.
 - h. Develop Statement of Work and Advise on Evaluation Process for DODC Systems Proposals:
 - i. Develop requirements for RFP(s) to solicit bids for selection of the Integrator needed to implement the DODC systems.
 - ii. During the evaluation of RFP responses, advise to help select the Integrator.
 - i. Consult on Solution Configuration and Implementation:
 - i. Assist USAC in determining the configuration and implementation strategies, including integration into USAC's workflow and processes.
 - j. SMEs: Contribute as technical and analytic SMEs, for geospatial and, as needed, broadband telecommunication (Telco SME) purposes, across the lifecycle of the Contract.

2. Detailed Functional Requirements Development:

Contractor shall develop and manage functional requirements, supporting the development of DODC systems.

- a. Business requirements documentation and analysis:
 - i. Geospatial data collection system.
 - 1. Verification process of broadband data.
 - ii. Public Facing Map.
 - iii. Crowdsourced Data Portal.
 - iv. Dispute Tracking System (to include a service desk ticket management capability).
- b. Functional requirements analysis:
 - i. Geospatial data collection system. Support USAC's work with the FCC's Office of Economics and Analytics (OEA) and other FCC staff in developing an online portal. This will include a filing process that will enable fixed service providers to submit broadband coverage polygons.
 - 1. Verification process of broadband data. Verify the accuracy of fixed broadband coverage polygons filed in data collection system.
 - a. Propose and submit a plan to USAC for independent verification of the fixed broadband coverage polygons filed pursuant to the DODC.
 - b. Propose other appropriate means of verifying the accuracy of filers' broadband coverage polygons.
 - ii. Public Facing Map
 - iii. Crowdsourced Data Portal. Assist USAC in creating an online portal for local, state, and tribal governmental entities, and members of the public to review and dispute the broadband coverage polygons filed by fixed providers under the DODC.
 - iv. Dispute Tracking System. This includes a service desk ticket management capability.

3. Security and Technical Design:

Contractor shall develop architectural requirements; maintain compliance with geo-mapping requirements; develop other technical requirements documents from SMEs; and ensure information security compliance for all DODC systems.

- a. Contractor shall develop systems requirements supporting the development of DODC systems including all applicable USAC, NIST, and FISMA requirements and other Government-wide laws and regulations for the protection and security of information systems and data.

4. Analysis of Alternatives:

Contractor shall perform an AoA (e.g., USAC's High Cost Universal Broadband Portal (HUBB), Mobility Fund Phase II (MFII) Challenge, FCC Form 477 system, or commercial off-the-shelf COTS), determine the efficacy of leveraging existing USAC or COTS systems, and make technical recommendations on program and systems designs supporting the DODC systems.

5. *Testing:*

Contractor shall conduct testing for DODC systems as follows:

- a. Develop acceptance criteria.
- b. Develop test cases supporting acceptance criteria.
- c. Conduct testing.
- d. Conduct pre-production testing with select service providers as needed to improve system design and functionality.

6. *Training Materials & Outreach for DODC Systems:*

Contractor shall provide training, support, outreach, training and educational materials, and other relevant documentation as required for the success of the DODC project and adoption of DODC systems.

- a. Develop service provider strategy and outreach for service providers.
 - i. Establish communications feedback loop with service providers on systems and processes.
- b. Support change management with the service provider community, enable service provider facilitation and solicitation.
- c. Develop service provider outreach plans and processes for the DODC systems. Outreach is anticipated to include:
 - i. Email outreach
 - ii. Online resources
 - iii. Listening sessions
 - iv. Focus groups
 - v. Training materials
 - vi. Demos
 - vii. Webinars (at launch, filing deadlines etc.)
 - viii. Filing instructions
 - ix. Call center (help desk) support.

VIII. DELIVERABLES

All Contract Deliverables are subject to USAC approval. USAC will supply comments to the draft deliverables to the Contractor. The Contractor shall return updated versions of

the deliverable within five (5) business days after the comments have been delivered. Deliverables will not be final until USAC provides written acceptance by email or other form. Certain deliverables, such as the Project Charter and educational materials, will also require acceptance by the FCC.

a. Project Charter

- i. Contractor shall submit a formal document that describes the project in its entirety, including the objectives, how it will be carried out, and who the stakeholders are.

b. Project Plan

- i. Contractor shall submit a draft Project Plan, describing how Contractor plans to manage the resources and activities listed in this Section B.VIII. The Project Plan must include:
 1. A high-level overview of Contractor's strategy to successfully provide all requirements associated with program management support, requirements development, and AoA activities; and
 2. A detailed project schedule that provides the milestones, durations, and resources necessary to successfully provide the services listed in this RFP, inclusive of the AoA of existing systems: HUBB, MFII Challenge Process, FCC Form 477 system, and COTS.
- ii. Contractor's Project Plan will be incorporated into the Contract once approved by USAC (Final Project Plan). Contractor must implement and comply with all aspects of the approved Final Project Plan.
- iii. Contractor must update the Final Project Plan as necessary and as requested by USAC throughout the life of the project. All changes to the approved Final Project Plan must be reviewed and approved by USAC in writing.¹

c. RASCI Chart

- i. Contractor shall draft a RASCI matrix or linear responsibility chart, describing various roles in completing tasks or deliverables for the DODC project.
- ii. Contractor's RASCI Chart is subject to USAC's review and approval.

d. Governance Framework

- i. Contractor shall provide a Governance Framework, supporting all applicable stakeholders, which must provide a decision making framework that is logical, robust, and repeatable to govern the project.

e. Change Management Plan and Process

- i. Contractor shall provide a Change Management Plan that defines activities and roles to manage and control change throughout the project.

¹ Further milestones and deliverables will be added based on the final agreed upon project plan. These additional milestones and deliverables will be added as an addendum to the Contract.

- f. AoA and Recommendations:
 - i. Contractor shall provide a report describing the analysis of alternatives and recommendations.
- g. Functional Requirements
 - i. Contractor shall provide a document that defines, in detail, the functionality of the systems and the purpose of the systems.
- h. Technical Design
 - i. Contractor shall provide a technical design document, including but not limited to: system architecture, system design, and database design artifacts to guide the implementation of the project.
- i. Technical Requirements
 - i. Contractor shall develop the technical requirements, which must define in detail, the technical aspects of how the systems should work.
- j. Statement of Work
 - i. Contractor shall develop a detailed Statement of Work for the development and implementation of the DODC systems, which must include, but may not be limited to, the Technical Design, Technical Requirements and Functional Requirements, as described above.
- k. Risk Register/Plan
 - i. Contractor shall provide a document, which must identify potential risks to the project and USAC.
- l. Internal and External Communications Plans
 - i. Internal Communications Plan (Communications Management Plan). Contractor shall provide a document enabling development and management of all project communications.
 - ii. External Communications Plan (Service Provider Outreach and Implementation Plan). Contractor shall develop a document supporting the formal strategy to communicate with service providers and the public, where applicable, to achieve external entities' support for the DODC project and systems, including but not limited to, frequency and type of communications, media, and communication events.
- m. Deliverables related to outreach and education will include but may not be limited to:
 - i. Geospatial data collection system artifacts.
 - 1. Verification process of broadband data artifacts.
 - ii. Public Facing Map artifacts.
 - iii. Crowdsourced Data Portal artifacts.

- iv. Dispute Tracking System (to include a service desk ticket management capability) artifacts.

Deliverable	Due Date (business days)
Project Charter	(5) days after Contract Award
Draft Project Plan	(10) days after kick off meeting
Final Project Plan	(5) days after Draft Project Plan comments received
Governance Framework	(10) days after Contract Award
Change Management Plan and Process	(10) days after Contract Award
AoA	TBD – consistent with Final Project Plan
Functional Requirement	TBD – consistent with Final Project Plan
Technical Design	TBD – consistent with Final Project Plan
Technical Requirements	TBD – consistent with Final Project Plan
Statement of Work	TBD – consistent with Final Project Plan
Risk Register	TBD – consistent with Final Project Plan
Service Provider Outreach and Implementation Plan	TBD – consistent with Final Project Plan
Weekly Status Report	

IX. KEY PERSONNEL

Contractor shall provide consultant staffing for the following labor categories:

1. ***Project Manager:*** One person who is solely responsible for the 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 Manager ensures alignment and coordination among all functional areas. Minimum experience: 10 years.
2. ***Business Process Specialist:*** Responsible for performing the work necessary to document business processes, including recommendations for business process improvements.
3. ***GIS SME:*** Responsible for performing and creating complex geospatial analytics, creating and implementing quality assurance/quality control on geospatial data, and providing input and expertise to non-technical personnel, including creating reports and documentation in support of the DODC project.
4. ***Telco SME:*** Responsible for providing technical support for all components of the DODC project and for developing and documenting processes for wireless and fixed technologies, including collaborating with FCC and USAC on technology and technical matters.

5. ***System Engineers:*** Responsible for performing systems engineering activities, including system requirements definition, analysis, technical design and engineering interfaces, validation and verification, systems integration, system and operational performance analytics, and lifecycle cost estimation and decision analysis.

All key personnel and other staff to support this Contract must have employment background checks equal to those required by USAC for employees and contractors: education, national criminal, employment, and Social Security verifications. Contractor may propose additional labor categories in its proposal submission. All proposed labor categories must include the associated labor hour bill rate for each category submitted, as well as the experience and qualifications of the personnel that will be assigned to that labor category.

X. MEETINGS

1. *Project Kick-Off Meeting:*

- a. Within ten (10) business days of the Contract start date, the Contractor shall initiate work by meeting with key USAC representatives to ensure a common understanding of the requirements, expectations, and ultimate end products. This is to obtain an overall understanding of the project and review the background information and materials provided by USAC.
- b. Discussions will also include the scope of work, deliverables to be produced, how the efforts will be organized, and how the project will be conducted.

Contractor shall present the Project Plan to USAC for discussion and approval. A concerted effort shall be made to gain a thorough understanding of USAC's expectations. However, nothing discussed in this, or in any subsequent meetings or discussions between USAC and the Contractor, shall be construed as adding to, deleting, or modifying any Contract requirements, including deliverable specifications and due dates. All Contract modifications and amendments must be approved in writing by an authorized USAC Procurement representative.

2. *Weekly Status Meetings:*

- a. Key personnel must schedule and participate in weekly status meetings and travel to USAC's Headquarters in accordance with the requirements of the Contract.
- b. Beginning five (5) business days after delivering the Final Project Plan to USAC, Contractor shall provide weekly status reports. Contractor shall prepare a status report and submit it to USAC once per week. The report must include the current status for each of the project work streams, including percentage of completion, achievements, and any risks/issues relating to Contract performance or payment. The report must include an expected completion date and the circumstances

surrounding any possible delays. The report shall be submitted one (1) business day before each regularly scheduled status meeting and no later than Friday at noon (12:00 PM ET) during weeks in which the meeting is scheduled for Monday or when no status meeting is scheduled.

- c. The weekly status report shall be used as the basis of the status meeting discussion.

3. *Milestone Status Meetings:*

- a. Key personnel must be prepared to present each deliverable either in-person or virtual via webcast meeting, as directed by USAC. For revisions, the Contractor's key personnel should be prepared to walk through any editing round questions via phone.
- b. Key personnel must be prepared to provide interim deliverable updates, as requested by USAC.
- c. Key personnel must be accessible via telephone or email during USAC's normal business hours, Monday through Friday (9:00 AM - 6:00 PM ET).

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 tasks, services, 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). This 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. Additionally, Contractor shall concurrently submit an electronic invoice directly to USAC at accounting@usac.org. 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 Content.* Invoices submitted electronically must include:
1. Name and address of Contractor;
 2. Invoice date, number and period of performance;
 3. Contract number;
 4. Purchase Order number
 5. Completed and signed copies of the Contractor Weekly Status Report and Time Sheet by each Contractor personnel performing services on the Contract for the time period covered by the invoice, if applicable;
 6. Name and address of official to whom payment is to be sent or to notify in event of invoice or payment issues; and
 7. Any other substantiating documentation or information as reasonably required by USAC.
- C. *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.

- D. *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.
- E. *Contractor Statement to Accompany Invoices.* All electronic invoices shall be accompanied by the following statement signed by Contractor: “I certify that the services and items submitted on this invoice have been performed and delivered in accordance with the Contract [insert contract number] and that all charges are true, correct and have not been previously billed.”

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, 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 either party 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. 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 USF stakeholder, including proprietary or commercial Information and trade secrets that have not previously been publicly disclosed;
 2. Information regarding USAC's processes and procedures (including, but not limited to, program operational Information, Information regarding USAC's administration of its programs, and Information regarding USAC's processing of applications for program support);
 3. Information concerning USAC's relationships with other vendors or contractors, the FCC, USF Stakeholders and financial institutions;

4. Information marked to indicate disclosure limitations such as “Confidential Information,” “proprietary,” “privileged,” “not for public disclosure,” “work product,” etc.;
 5. Information compiled, prepared or developed by Contractor in the performance of the Contract; the foregoing shall not include Information that is already lawfully in the possession of the recipient party prior to the receipt of such Information;
 6. Any Information identified as confidential by the disclosing party; and
 7. Personally Identifiable Information (PII), any information about an individual that can be used to distinguish or trace an individual’s identity either alone or when combined with other information that is linked or linkable to a specific individual. Examples of PII include name, address, telephone number, date and place of birth, mother’s maiden name, biometric records, etc.
- B. *Non-Disclosure/Use/Irreparable Harm.* It is anticipated that one of the parties (Disclosing Party) may disclose, or has disclosed, Confidential Information to the other party (Recipient). At all times during the term of the Contract and thereafter, the Recipient shall maintain the confidentiality of all Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Recipient shall only use Confidential Information for a legitimate business purpose of USAC and in the performance of the Contract. Recipient acknowledges that the misappropriation, unauthorized use, or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party and could cause irreparable harm to the integrity of the USF Programs.
- C. *Employee Access to Confidential Information.* Recipient shall not disclose Confidential Information to partners, joint venturers, directors, employees, agents and subcontractors (sub-Recipient) unless absolutely necessary for a Recipient’s or sub-Recipient’s performance of the Contract, and if necessary, shall only disclose the Confidential Information necessary for sub-Recipient’s performance of its duties. As a pre-condition to access to Confidential Information, Recipient shall require sub-Recipients, including its employees and subcontractors, and the employees of any subcontractor, to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. The Disclosing Party may enforce such agreements, if necessary, as a third-party beneficiary.
- D. *Contractor Enforcement of Confidentiality Agreement.* Contractor must report, and describe in detail, any breach or suspected breach of the non-disclosure requirements set forth above to the USAC General Counsel immediately (i.e., within one (1) hour) upon becoming aware of the breach. Contractor will follow-up with the USAC General Counsel and provide information on when and how the breach occurred, who was involved, and what has been done to recover the Information.

- E. *Exclusions.* If requested to disclose Confidential Information by an authorized governmental or judicial body, Recipient must promptly notify the Disclosing Party of the request and to the extent that it may legally do so, Recipient must refrain from disclosure of the Confidential Information until the Disclosing Party has had sufficient time to take any action as it deems appropriate to protect the Confidential Information. In the event Confidential Information of USAC is requested, Recipient must notify USAC, with a copy to USAC's General Counsel, of the request. Neither Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of the Contract without the prior written consent of USAC. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide the Contract, including Contractor's proposal information, and any information or Data delivered, prepared or developed by Contractor in the performance of the Contract to the FCC or other governmental or judicial body, and may publicly disclose basic information regarding the Contract, e.g., name of Contractor, price, basis for selection, description of services/deliverables and any provisions necessary for USAC to justify actions taken with respect to the Contract.

XV. 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.XIV.
- 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. 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. Promptly upon the expiration of the Contract term, 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 copies of USAC Information 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.

XVI. 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.

XVII. 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.

XVIII. FISMA PROVISIONS

The 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. As a Contractor, you serve a vital role to achieve 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 is required to submit an electronic copy of the document(s) confirming compliance within 10 calendar days. If there are any requirements that are out of scope or that cannot be complied with, those requirements must be fully explained with a business justification.

Requirements and procedures for safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:

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.

XIX. TECHNOLOGY CONSIDERATIONS

For RFIs, RFPs, and/or contracts involving the acquisition of Commercial off-the-shelf (COTS) software:

COTS or Software as a Service (SaaS) software deployed in the cloud or on USAC's on-premise infrastructure must satisfy 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. 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 easily accessed by USAC via standard web services or another standard access mechanism.

For RFIs, RFPs, and/or contracts involving the development of custom software for USF systems (Lifeline, High Cost, Rural Healthcare, Schools and Libraries, Contributions):

Custom software developed for Universal Service Fund programs (Lifeline, High Cost, Rural Health Care, Schools and Libraries) shall reuse the USAC Technical Stack unless the contractor demonstrates that those components are unable to meet the requirements. Key components of USAC's Technical Stack include the following:

- Java programming language
- OKTA (Identity and Access Management)
- Postgres (Relational Database Management System)
- Elastic Search, Logstash, Kibana
- Atlassian based tools (SDLC)
- Apache Tomcat (Application Servers)
- Red Hat Enterprise Linux
- Business Intelligence, Reporting, Geographical Information System, and Data Warehouse tools

Further details of USAC's technical stack will be provided during the down-selection process.

XX. 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 XV 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.

The 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 the 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 XX.

XXI. 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 will be provided upon request, if requested during the 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.

XXII. 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.

XXIII. 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, as applicable. USAC may terminate all or a part of the Contract if the Contractor changes the position, role, or time commitment of key personnel, or removes key personnel from the Contract, without USAC's prior written approval. USAC may grant approval for changes in staffing of key personnel if it determines in its sole discretion, that:

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

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

XXIV. 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.

XXV. 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,

the 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 governmental employee in connection with the award. In order to maintain the required neutrality, Contractor must not advocate any policy positions with respect to the Programs or the USF during the term of the Contract. Neither the 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.

XXVI. 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.

XXVII. WAIVER

Any waiver by either party of a breach of any provision of the Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

XXVIII. 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.

XXIX. 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 State 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 Contracting Officer 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.

XXX. 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”). The 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.

XXXI. 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.

XXXII. NON EXCLUSIVITY / INDEPENDENT CONTRACTOR

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 the 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.

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.

XXXIII. TEMPORARY EXTENSION OF SERVICES

USAC may require continued performance of any Contract services within the limits and at the rates 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. The USAC Procurement representative may exercise an option to extend by written notice to the Contractor within ten (10) days prior to expiration of the then current term.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

SECTION D:

Attachments

Attachment List:

- Attachment 1: Bid Sheet
- Attachment 2: Resumes for Selected Key and Non-Key Personnel
- Attachment 3: USAC Confidentiality Agreement

SECTION E:

Instructions and Evaluation Criteria

I. 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 **Attachment B** to Volume II, “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 proposal. 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 service category 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 Section B.VII. Scope of Services (Section B), and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to USAC Procurement Department, no later than 11:00 AM ET on **November 18, 2019** (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, HC-19-112, of this RFP.

C. PROPOSAL SCHEDULE

DATE	EVENT
October 18, 2019	RFP Released
October 28, 2019	Questions Due to USAC by 11:00 AM ET at rfp@usac.org
October 30, 2019	Answers posted by USAC
November 18, 2019	Proposal Due to USAC by 11:00 AM ET at rfp@usac.org
December 3-4, 2019	Potential date for oral discussions, if necessary
December 6, 2019	Final Proposal Revisions due
December 30, 2019	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 and 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.

II. CONTRACT AWARD

USAC intends to evaluate offers and make a single award. 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.

III. 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.XIV.

IV. PROPOSAL VOLUMES COVER PAGE

Each volume of Offeror's proposal 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 data universal numbering system ("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's representative.

V. PROPOSAL CONTENT

Each proposal shall be comprised of the following four (4) volumes:

A. CORPORATE INFORMATION (VOLUME I)

This volume must include:

1. A cover page, as outlined above.
2. An executive summary summarizing all key features of the proposal, including the identification of any subcontractors and affiliated individuals or firms that will assist the Offeror in performing the Contract.
3. Pricing information should not appear in the Executive Summary.
4. A statement regarding any known conflicts of interest.
 - a. USAC procurements are conducted with complete impartiality and with no preferential treatment. USAC procurements require the highest degree of public trust and an impeccable standard of conduct. Offerors must strictly avoid any conflict of interest or even the appearance of a conflict of interest, unless USAC has otherwise approved an acceptable mitigation plan.
 - b. Offerors must identify any actual or potential conflicts of interest including current USAC vendors involving the Offeror or any proposed subcontractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which it proposes to avoid, neutralize, or mitigate such conflicts. Offerors shall identify such conflicts or potential conflicts or appearance issues to USAC and provide detailed information regarding the nature of the conflict. Examples of potential conflicts include, but are not limited to: (1) any ownership, control or other business or contractual relationship(s), including employment relationships, between the Offeror (or proposed subcontractor) and any USF Stakeholder; (2) an Offeror has a direct personal or familial relationship with a USAC or FCC employee; (3) a former employee of USAC or FCC who had access to confidential procurement-related information works for the Offeror; (4) a USAC or FCC employee receives any type of compensation from the Offeror, or has an agreement to receive such compensation in the future; (5) Offeror has communications with a USAC or FCC employee regarding future employment following the issuance of the RFP for this

- procurement; (6) any employment or consultation arrangement involving USAC or FCC employees and the Offeror or any proposed subcontractor; and (7) any ownership or control interest in the Offeror or any proposed subcontractor that is held by an FCC or USAC employee. Offerors must also identify any participation by the Offeror, or any proposed subcontractor(s) or personnel associated with the Offeror, in any of the universal service programs. The requirement in this Section E.V.A.4.b applies at all times until Contract execution.
- c. Offerors shall propose specific and detailed measures to avoid, neutralize, or mitigate actual, potential and/or apparent conflicts of interest raised by the affiliations and services described above. If USAC determines that Offeror's proposed mitigation plan does not adequately avoid, neutralize or mitigate any actual or potential conflict of interest, or the appearance of a conflict of interest, Offeror will not be eligible for award of a contract.

B. TECHNICAL (VOLUME II)

This volume must include:

1. A cover page, as outlined above.
2. A summary detailing Offeror's experience with DODC PMO support.
3. An in-depth discussion of Offeror's technical approach to providing the services listed in Section B.VII., along with a clear statement of whether or not the Offeror's performance of the Contract will comply with all requirements, Terms and Conditions set forth in the RFP. Offerors must submit a detailed response to this RFP. The Offeror must clearly state whether it will comply with all requirements and Terms and Conditions set forth in the RFP, and provide detailed information about how it will fulfill the requirements of the RFP. Any deviations from, or exceptions to, the requirements or Terms or Conditions contained in this RFP must be clearly identified in an Attachment B to Volume II.

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

4. Technical proposals that merely repeat the requirements set forth in the RFP and state that Contractor "will perform the statement of work" or similar verbiage will be considered technically unacceptable and will not receive further consideration. USAC is interested only in proposals that demonstrate the Contractor's expertise in

performing engagements of this type as illustrated by the Offeror's description of how it proposes to perform the requirements set forth in this RFP.

5. Capabilities. Describe Offeror's capabilities for performing the Contract, including personnel resources and management capabilities. If applicable, describe how subcontractors or partners are used and how rates are determined when using subcontractors. Provide a list of firms, if any, that will be used.
6. Timeline. Offerors shall describe in detail their process for conducting and managing related project activities, including how the Offeror intends to staff and complete these activities. Offerors shall describe in detail their plan for completing the business and operational consulting services as identified in Section B.VII in a time allotted. If Offeror currently has staff or personnel who meet the qualifications for the services identified in Section B.VII., and who are available for assignment under an awarded contract, please provide a resume (not to exceed two (2) pages per resume) that includes their educational background, specific job and related experience, and the specific position(s) for which they are available on the Contract.
7. Experience. Describe your firm's experience with analysis and assessment of Federal programs such as grants management, financial management, operations management, and others of similar size and scope. Provide examples of projects and personnel to include project scope, size, and complexity, and types of positions with length of assignments.
8. Key Personnel. Identify by name all key personnel. Describe the technical knowledge and experience of proposed personnel in the requested services with respect to, but not limited to, experience and qualifications including depth of knowledge, expertise and number of years. It is preferred that the Project Manager have at least 10+ years of experience with project management including planning, organizing, directing, controlling and financial management while in the role of Project Manager. Provide two (2) clients in which the proposed Project Manager held a similar position. Indicate any other personnel that will be assigned to USAC and his/her role on the contract. Provide a brief summary of each of these professional staff members' qualifications to include education and all relevant experience.
 - a. Submit resumes for all key personnel, as an attachment (**Attachment 2**) to the technical volume, no longer than two (2) pages in length per resume.
 - b. If Contractor, at the time of proposal and prior to the award of the contract, has information that any such key personnel anticipate terminating his or her employment or affiliation with Contractor, Contractor shall identify such personnel and include the expected termination date in the proposal.

C. PAST PERFORMANCE EVALUATION (VOLUME III)

This volume must include:

1. A cover page, as outlined above.
2. A list of three (3) current or recently completed contracts (no older than 3 years from the date of the solicitation) similar in scope to those required by this solicitation.

Each entry on the list **must** contain:

- (i) the client's name;
- (ii) the project title;
- (iii) the period of performance;
- (iv) the contract number;
- (v) the contract value;
- (vi) a primary point of contact (including the telephone number and email address for each point of contact, if available);
- (vii) a back-up point of contact.

If a back-up point of contact is not available, please explain how USAC may contact the client in the event the primary point of contact fails to respond.

- a. For each past performance, provide a description of the relevant performance and the name and telephone number for USAC to contact for past performance information for each project discussed. A past performance description will consist of:

- (i) an overview of the engagement;
- (ii) a description of the scope of work performed;
- (iii) its relevance to this effort;
- (iv) 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 (1) page.

- b. USAC will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past performance questionnaire to the contacts identified in the Offeror's 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, USAC may not consider the contract in an evaluation of past performance.

D. PRICE (VOLUME IV)

This volume must include:

1. A cover page, as outlined above.
2. Completed pricing information in **Attachment 1: Bid Sheet**.
 - a. The fixed activities prices should be *fully burdened* and must include wages, overhead, general and administrative expenses, taxes and profit.

E. PAGE COUNT LIMITS

Page count, for each Volume including the Cover page, may not exceed the below:

1. Volume I – Corporate Information; may not exceed three (3) pages, including Cover page.
2. Volume II – Technical; may not exceed twenty-five (25) pages including Cover page; however excluding **Attachment 2** (Resumes)
3. Volume III – Past Performance Information; may not exceed four (4) pages, including Cover page.
4. Volume IV – Price; may not exceed three (3) pages, including Cover page.

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

VI. EVALUATION

A. EVALUATION FACTORS

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.

1. **Technical:** The technical sub-factors listed below in descending order of importance:
 - a. Technical Approach
 - b. Timeline
 - c. Capabilities
 - d. Experience
 - e. Key Personnel

2. **Past Performance:** Past performance information will be evaluated to assess the risks associated with an Offeror's performance of this effort, considering the relevance, how recent the project is (no older than 3 years from the date of the solicitation), and quality of the Offeror's past performance on past or current contracts for the same or similar services. Past performances The Offeror's past performance will be evaluated based on the Offeror's discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the Offeror's proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in the Offeror's proposal that are not identified as references).
3. **Price Evaluation:** USAC will evaluate price based on the firm fixed price, listed in the Bid Sheet. Price is the least important evaluation factor and USAC may not necessarily award a Contract to the lowest priced Offeror. USAC further recognizes that the size of a company, its name-recognition, geographical offerings and the expertise/experience of staff impacts the price of the service category rates offered by the firms, thus making comparisons of differently situated firms less meaningful. Therefore, when considering rates, USAC will use the rates of similarly situated companies for reasonableness and comparison purposes. 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.

B. 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 proposals, with primary focus on the price proposal, but USAC may, in its sole discretion, consider other factors such as quality of proposal, technical capabilities and past performance. Proposals that include proposed prices that are significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors.

Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the competition.

C. RESPONSIBILITY DETERMINATION

USAC will only award a contract to a responsible Offeror. 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 3

USAC Confidentiality Agreement

1. I recognize and acknowledge that as a, 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.