

USAC Solicitation for IT Security Micro-segmentation Tool

SOLICITATION INFORMATION:

Method of Solicitation:	Request for Proposal (“RFP”)
Contract Period of Performance:	One Year
Contract Effective Date:	TBD 2024
Solicitation Number:	IT-24-115
Solicitation Issue Date:	September 6, 2024
Questions Due Date:	September 16, 2024
Proposal Due Date:	October 3, 2024

CONTRACT TO BE ISSUED BY:

Universal Service Administrative Company (“USAC”)
 700 12th Street, NW, Suite 900
 Washington, D.C. 20005

CONTACT INFORMATION:

USAC CONTACT INFORMATION	OFFEROR CONTACT INFORMATION
Mustafa Kamal Procurement Specialist Phone: 202-423-2615 Email: Procurement@usac.org Mustafa.Kamal@usac.org	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

OFFEROR SIGNATURE:

Name and Title

Date

SECTION A:

About Us

1. ABOUT USAC

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

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

Consistent with FCC rules, USAC does not make policy nor interpret unclear provisions of statutes or the FCC’s rules. The USF is funded by contributions from telecommunications carriers, including wireline and wireless companies, and contributions from interconnected voice over internet protocol (“VoIP”) providers, including cable companies that provide voice service, based on an assessment of their interstate and international end-user revenues. These contributions are typically passed through to consumers through a universal service fee line item on their telephone bills.

High Cost Program

The High Cost Program is designed to ensure that consumers in rural, insular, and high-cost areas have access to modern communications networks capable of providing voice and broadband service, both fixed and mobile, at rates that are reasonably comparable to those in urban areas (“High Cost”). High Cost fulfills this universal service goal by allowing eligible carriers who serve these areas to recover some of their costs from the USF. Like all USF programs, the administration of High Cost has undergone significant modernization in the last several years to increase innovation and ensure beneficiaries have access to updated technology. USAC developed and now leverages the High Cost Universal Broadband Portal (“HUBB”), which allows participating carriers 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 displays this information on a public-facing map to show the impact of high-cost funding on broadband expansion throughout the United

States.

Lifeline Program

The Lifeline Program provides support for discounts on broadband and voice services to eligible low-income households (“Lifeline”). USAC uses its centralized application system, the Lifeline National Eligibility Verifier (“National Verifier”), to verify consumer eligibility through proof of income or the consumer’s participation in a qualifying federal benefit program, such as Medicaid, the Supplemental Nutritional Assistance Program (“SNAP”), Federal Public Housing Assistance, or Veterans and Survivors Pension Benefit. USAC focuses on metrics and data analytics for Lifeline improvement and provides outreach efforts to eligible households to increase participation in and the effectiveness of Lifeline. USAC also works to ensure program integrity by supporting the needs of Lifeline stakeholders, reducing program inefficiencies, and combating waste, fraud, and abuse. USAC reviews processes regularly to increase compliance, identify avenues for operational improvements, and refine program controls, such as audit processes.

Rural Health Care Program

The Rural Health Care Program supports health care facilities in bringing medical care to rural areas through increased connectivity (“RHC”). RHC consists of two main component programs: (1) the Telecommunications Program (“Telecom”) and (2) the Healthcare Connect Fund Program (“HCF”). The FCC established Telecom in 1997 to subsidize the difference between urban and rural rates for telecommunications services. Under Telecom, eligible rural health care providers can obtain rates on telecommunications services in rural areas that are reasonably comparable to rates charged for similar services in corresponding urban areas. In 2012, the FCC established HCF to promote the use of broadband services and facilitate the formation of health care provider consortia that include both rural and urban health care providers. HCF provides a discount on an array of advanced telecommunications and information services such as Internet access, dark fiber, business data, traditional DSL, and private carriage services. These telecommunications and broadband services support telemedicine by ensuring that health care providers can deliver cutting edge solutions and treatments to Americans residing in rural areas.

Schools and Libraries Program (E-Rate)

The Schools and Libraries Program helps schools and libraries obtain high-speed Internet access and telecommunications services and equipment at affordable rates (“E-Rate”). E-Rate provides a discount for the cost of broadband and telecommunications services to and within schools and libraries in order to support a modern and dynamic learning environment. Applicants and service providers submit FCC Forms (e.g. requests for services or funding) and other compliance-related documentation to the E-Rate Productivity Center (“EPC”), an electronic platform that enables participation in the program. USAC frequently invests in new tools and data analytics capabilities to support the success of the program in alignment with the FCC’s goals.

Additional information on USAC programs can be found at: <https://www.usac.org/about/universal-service/>



2. COMPANY PROFILE

USAC is a not-for-profit Delaware corporation operating under the oversight of the FCC. USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States government. USAC is not a contractor to the federal government. The Contract (as defined in Section C.1.D of this RFP) 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; 200.324; 200.326-327 and App. II to C.F.R. Part 200 (collectively “Procurement Regulations”).

3. CONFIDENTIALITY

This RFP and any Contract is subject to the terms of the Confidentiality Agreement (attached hereto as Attachment 3) which must be executed by Offeror and submitted along with any proposal for this RFP.

4. OFFEROR AND CONTRACTOR DESIGNATION

Any party that provides a bid and proposal to this RFP is considered an “Offeror”. Any Offeror that is awarded work under this RFP and enters into a contract with USAC to deliver the software application is considered a “Contractor”.

SECTION B:

Statement of Work

1. OVERVIEW

USAC is seeking an IT Security Micro-segmentation Tool. The IT Security Micro-segmentation tool shall enhance network security by dividing the network into smaller, isolated segments or zones, where each segment contains a limited number of resources and tightly controls access between them.

IT Security Micro-segmentation tool shall provide granular visibility and control over network communications within the USAC environment and isolate resources to allow administrators the ability to set precise access rules, reducing the attack surface and limiting lateral movement for potential attackers. This tool shall allow USAC to define and enforce policies that restrict network communications to only those that are expressly permitted, to configure the micro-segmentation solution's enhanced visibility and monitoring capabilities to gain a better understanding of network traffic, detect unusual patterns, and respond to security incidents more effectively. IT Security Micro-segmentation tool should be able to be integrated with USAC's existing infrastructure, including on-premises, cloud-based, and hybrid environments.

IT Security Micro-segmentation tool must allow dynamic policy enforcement based on various factors, such as user identity, device health, location, and behavior which will allow the system to adapt to changing conditions, ensuring that access rights are continuously verified and adjusted as needed.

USAC shall be able to configure the IT Security Micro-segmentation tool to control access to sensitive data as per Zero Trust Architecture (ZTA) and NIST 800-53 Rev. 5 and ensuring that data stays within designated zones.

2. TYPE OF CONTRACT

The contract to be awarded pursuant to this RFP will be a firm fixed price single-award contract ("Contract"). The firm fixed price for the software application is to be set forth in Attachment 1 to the Contractor Response to the RFP. The firm fixed price is to include all direct and indirect costs for providing the software application as set forth in this RFP.

3. CONTRACT TERM

The term of this contract shall be for one (1) year. The Term shall commence on the Effective Date stated on the cover page. The duration of the Contract shall be the Contract Term unless extended by USAC or terminated sooner in accordance with the Contract.

4. PLACE OF PERFORMANCE



- A. The required licenses for the Microsegmentation tool under the awarded Contract must be delivered to the USAC’s headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005 (“USAC Headquarters”).
- B. A Contract kick-off meeting may be held at USAC Headquarters or virtually. USAC will not reimburse Contractor for any travel related expenses for kick-off, status, and other meetings.

5. SCOPE OF THE SERVICES AND DELIVERABLES

A. General System Functional Requirements/Information

USAC’s IT Security Division has standardized and implemented network segmentation processes using Microsegmentation to implement Zero Trust Architecture Network segmentation requirements. These tactical processes include the mapping of application dependencies, defining security zones within the infrastructure, and enforcing real-time security policies based on user behavior and application interactions. The IT security staff track their segmentation policies and changes in this Microsegmentation Tool. The defined security policies are extracted from the tool via an integrated API as policy logs; these logs are processed in Splunk Enterprise, and the resultant data is used as a data source for risk assessment reports. USAC uses OKTA as its primary Identity Access Management (IAM) tool as well as various other security tools that enforce network security policies. The Microsegmentation solution must be able to integrate with multiple platforms and enforce the security policies once integrated into the organization. USAC security teams also track potential vulnerabilities and threats in the tool using specialized monitoring tools and endpoint detection and response (EDR) tools. The Microsegmentation Tool will need to integrate with these monitoring and response tools to report back any violations of security policies to fine tune our segmented network.

B. Summary of Product Capabilities Required:

USAC is required to migrate to a Zero Trust Architecture (ZTA) as per Executive Order (EO) 14028. Within the Network Pillar under ZTA, a micro-segmentation solution is required. The purpose of a micro-segmentation solution is to enhance network security by dividing the network into smaller, isolated segments or zones, where each segment contains a limited number of resources and tightly controls access between them. This approach aligns with the core principles of the Zero Trust model, which assumes that no entity, whether internal or external, should be automatically trusted. The primary reason for acquiring an IT Security Micro-segmentation tool is to support the following capabilities:

C. General and Technical Capabilities:

Attachment 2 – IT Security Micro-segmentation Tool Requirements lists USAC’s functional requirements in the “General Requirements” tabs. Additionally, USAC is requesting an overview of your proposed IT Security Micro-segmentation Tool’s capabilities. The overview should include and address the following:

- Does your tool provide a clear visualization of application dependencies within our infrastructure?



- What mechanisms does your tool use to enforce security policies?
- At which layer(s) does your tool enforce these policies?
- Can your tool adjust and apply security policies in real-time when a user changes roles or moves between applications?
- How does your tool facilitate the management and maintenance of security policies?
- Is there a centralized dashboard for reviewing and managing these policies?
- How does your solution support regular policy reviews, audits, and reporting?
- How intuitive is the process of updating or modifying security policies in your tool?
- Does your tool support versioning for policies, allowing for tracking of changes and potential rollbacks?
- How granular are the security controls in your tool? Can we set policies at a per-application, per-user, or per-session level?
- Can your tool seamlessly integrate with Security Information and Event Management (SIEM) systems, IAM solutions, network monitoring tools, and other platforms?
- Do you provide APIs or other mechanisms for integration?
- Does your tool respond to threats based on predefined criteria?
- Can we customize the criteria for threat responses based on our organization's unique requirements?
- Can your tool make security decisions in real time, analyzing context like time of day, user role, and application accessed?

D. System Security and Operational Requirements:

Attachment 2 - IT Security Micro-segmentation Tool Requirements lists USAC's security and operational requirements in the "Security and Operations Requirements" tab. Additionally, USAC is requesting an overview of your proposed IT Security Micro-segmentation Tool's environment and operational approach. The overview should include and address the questions below.

- Is your solution FedRAMP Moderate approved? If so, what FISMA controls is your solution responsible for?
- How does the tool's architecture support scalability, and can it adapt to a growing organization's needs?
- How does the tool balance scalability, efficacy, granularity, user/customer experience, and cost?
- Does the tool have built-in mechanisms to ensure high availability?
- Are there any geographical redundancies in place, like multi-region support, to ensure continuous operation?
- Please describe the failover processes in detail.
- How does the tool ensure data integrity and service continuity during a failover?
- How frequently is the tool updated?
- What's the process for applying patches, and is there a mechanism to do so without causing service interruptions?
- What measures are in place to prevent unauthorized modifications or breaches to the tool?



- Can access to the tool's features and data be restricted based on user roles and responsibilities?
- In case of system or component failures, does the tool have a mode to ensure basic functionality or safe operations?
- Can the tool simulate policy implementations to gauge their impact before actual deployment?
- Does the tool offer features to analyze security incidents or policy breaches post-event?
- How does the tool secure communications, especially between network components and the tool itself?
- Which platforms (e.g., cloud providers, OS versions) is the tool compatible with, and are there any notable exclusions?
- Can the tool autonomously generate security policies based on observed traffic patterns and behaviors?

E. Users:

Initial implementation anticipates the following user structure:

- Regular user – Initially about 2000 users
- Super user role is responsible for making changes to workflows, configurations, and other advanced tool settings. Approximately 5 users.

Please specify if your tool mandates the presence of an Administrator user to perform advanced operations or programming functions essential for updating or maintaining the system. Initially about 6 administrator accounts.

- If "Yes", detail:
 - The estimated number of Administrator users required.
 - The skill set or qualifications needed for this role.
 - The specific license type associated with the Administrator user.

F. Vendor Requirements:

- USA based vendor, work, hosting provider, and recovery site.
- Five + years' experience with IT Micro-segmentation tools.

G. Support

USAC expects the vendor to provide only the tool and annual license support as listed under Attachment 2 - IT Security Micro-segmentation Tool Requirements. USAC will install, configure, and implement the proposed and chosen solution/tool.

6. USAC PROGRAM MANAGER AND CONTRACT ADMINISTRATOR

The Program Manager ("PM") for the Contract is **TBD**, the USAC point of contact for overseeing the performance of services. USAC's Contracts Administrator ("CA") for the Contract is **XXX**, the USAC point of contact for contractual matters (e.g., contract modifications and other contractual matters).

SECTION C:

USAC Terms and Conditions

1. DEFINITIONS

- A. “Added Service” means a service that Contractor may perform for USAC that is not specified in the Scope of Work part of the Contract.
- B. “Code” means the United States Bankruptcy Code.
- C. “Confidential Information” is defined in Section 16 of these USAC Standard Terms and Conditions.
- D. “Contract” means these USAC Terms and Conditions (including the attached USAC Standard Terms and Conditions Privacy and Security Addendum), and any documents attached to these USAC Terms and Conditions that constitutes the entire agreement between the parties with respect to the subject matter hereof.
- E. “Contract Term” means the Initial Term of these USAC Standard Terms and Conditions and any executed Optional Renewal Terms.
- F. “Contractor” means the Offeror (as defined elsewhere in the Contract) whose proposal was selected for award of the Contract.
- G. “Contractor Staff” means Contractor’s employees, subcontractors, consultants, and agents used to provide Services and/or create Deliverables under this Contract, including, but not limited to, Key Personnel. “Contractor Staff” also includes the entity that employs Contractor’s employees, subcontractors, consultants, and agents in all cases except where the context clearly references only individuals.
- H. “Courts” means the district and, if applicable, federal courts located in the District of Columbia.
- I. “Deliverables” means the goods, items, products, and materials that are to be prepared by Contractor and delivered to USAC as described in the Contract.
- J. “Derivative Works” means any and all modifications or enhancements to, or any new work based on, in whole or in part, any USAC Data, Confidential Information, Software, or Deliverable regardless of whether such modifications, enhancements or new work is defined as a “derivative work” in the Copyright Act of 1976.
- K. “Discloser” means a party to this Contract that discloses Confidential Information to the Recipient.



- L. “FCC” means the Federal Communications Commission, including, but not limited to, the Office of the Managing Director, the Office of Economics and Analytics, the Wireless Telecommunications Bureau, the Enforcement Bureau, the Wireline Competition Bureau, and the Public Safety and Homeland Security Bureau.
- M. “Initial Term” means the original duration of these USAC Standard Terms and Conditions as described in Section 2 of these USAC Standard Terms and Conditions.
- N. “Key Personnel” means the full-time employees of Contractor that are in the positions identified elsewhere in the Contract as those that are required to perform the Services.
- O. “Optional Renewal Term” means an additional one-year period that can extend the duration of these USAC Standard Terms and Conditions, and that can be exercised at USAC’s sole discretion as described in Section 2 of these USAC Standard Terms and Conditions.
- P. “Privacy and Security Addendum” means the part of this document that includes most of the language regarding Contractor’s obligations around protecting USAC Data.
- Q. “Procurement Regulations” mean the following provisions of the Code of Federal Regulations: 2 C.F.R. §§ 200.318-321, 200-324, 200.326-327 and App. II to C.F.R. Part 200.
- R. “Recipient” means a party to this Contract that receives Confidential Information from a Discloser.
- S. “SAM” means the System for Award Management or suspension or debarment status of proposed subcontractors that can be found at <https://www.sam.gov>.
- T. “SAN” means the Supplier Actionable Notification, which is a method of paying USAC invoices.
- U. “Services” means the services, tasks, functions, and responsibilities described in the Contract.
- V. “Software” means any application programming interface, content management system or any other computer programs, protocols, and commands that allow or cause a computer to perform a specific operation or series of operations, together with all Derivative Works thereof.
- W. “Solicitation” means the request for Services described in the Contract.
- X. “Sub-Recipient” means a partner, joint ventures, director, employee, agent, or subcontractor of a Recipient to whom a Recipient must disclose Confidential Information.



- Y. “UCSP” means the USAC Coupa Supplier Portal, which is a method of paying USAC invoices.
- Z. “USAC” means Universal Service Administrative Company.
- AA. “USAC Data” means any data, materials, or communications in any form or format, whether tangible or intangible, spoken or written (regardless of media) provided by USAC to Contractor for use in the performance of the Contract, data that is collected, developed or recorded by Contractor in the performance of the Contract, including without limitation, business and company personnel information, program procedures and program specific information, and Derivative Works thereof. All USAC Data is Confidential Information and subject to all requirements in Section 16 of these USAC Standard Terms and Conditions.
- BB. “USAC IT System(s)” means USAC’s electronic computing and/or communications systems (including but not limited to various internet, intranet, extranet, email, and voice mail).
- CC. “USAC Standard Terms and Conditions” means this document that provides the legal terms that govern this Contract.
- DD. “USF” means the Universal Service Fund.

2. TERM

The Term is the period of time from the Effective Date (as defined in the cover sheet to this Contract) of the Contract to_____.

3. ACCEPTANCE / REJECTION

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

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

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

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

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

4. ENTIRE CONTRACT / BINDING EFFECT

The Contract supersedes and replaces all prior or contemporaneous representations, dealings, understandings, or agreements, written or oral, regarding such subject matter. In the event of any conflict between these USAC Standard Terms and Conditions and any other document made part of the Contract, the USAC Standard Terms and Conditions shall govern. The Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.

5. MODIFICATIONS

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

6. INVOICES

- A.** *Where to Submit Invoices.* Contractor shall submit invoices through the UCSP method or via the SAN method. The UCSP method will require Contractor to register and create an account for the UCSP. An invitation link to the UCSP may be obtained by emailing CoupaHelp@usac.org. The SAN method will require Contractor to invoice USAC directly from the purchase order sent by USAC via email. For the SAN method, the USAC email will contain a notification with action buttons which will allow Contractor to create an invoice, add a comment, and acknowledge the receipt of the purchase order. For assistance on all Coupa related billing questions, Contractor may email CoupaHelp@usac.org. For assistance on all non-Coupa related billing questions, Contractor may email accounting@usac.org.
- B.** *Invoice Submittal Date.* Contractor may submit invoices for payment upon completion and USAC's acceptance of all of the work associated with a Contract or, if the period of performance of a Contract exceeds sixty (60) days, once every thirty



(30) days, with the submission of the first invoice no earlier than thirty (30) days after issuance of the Contract.

- C. *Content of Periodic Invoices.* If periodic invoices are submitted for a Contract, each invoice shall include only Services that have been completed and Deliverables that have been accepted as of the date of invoice submission and that have not been billed in a prior invoice.
- D. *Itemization of Invoices.* USAC may require Contractor to re-submit any invoice with a more detailed itemization of charges upon request.

7. FEES AND RATES INCLUSIVE OF ALL CHARGES AND TAXES

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

8. PAYMENT

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

Contractor will promptly credit to USAC any payment made to which Contractor is not entitled under these USAC Standard Terms and Conditions and refund to USAC any such payment for which there are not sufficient fees against which to credit the overpayment.

Under no circumstance will USAC be liable to pay Contractor any fees not invoiced within ninety (90) days after Contractor was first permitted to invoice USAC as described in Section 6 of these USAC Standard Terms and Conditions.

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

10. REPORTS

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

11. TERMINATION FOR CONVENIENCE

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

12. TERMINATION FOR CAUSE

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

13. STOP WORK ORDER

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

14. LIMITATION OF LIABILITY

Except in cases of gross negligence or willful misconduct, in no event shall USAC be liable for any consequential, special, incidental, indirect, or punitive damages arising under or relating to the performance of the Contract. USAC's entire cumulative liability from any causes whatsoever, and regardless of the form of action or actions, whether in contract, warranty, or tort (including negligence), arising under the Contract shall in no event exceed the aggregate amount paid by

USAC to Contractor in the year preceding the most recent of such claims. All exclusions or limitations of damages contained in the Contract, including, without limitation, the provisions of this Section, shall survive expiration or termination of the Contract.

15. INDEMNITY

Contractor shall indemnify, hold harmless, and defend USAC and its directors, officers, employees, and agents against any and all demands, claims and liability, costs and expenses (including attorney's fees and court costs), directly or indirectly related to: (a) any claims or demands for actual or alleged direct or contributory infringement of, or inducement to infringe, or misappropriation of, any intellectual property, including, but not limited to, trade secret, patent, trademark, service mark, or copyright, arising out of or related to Contractor's performance of the Contract; (b) any claims or demands for personal injuries, death, or damage to tangible personal or real property to the extent caused by the intentional, reckless, or negligent acts or omissions of Contractor or Contractor Staff in connection with this Contract; and (c) any claims or demands of any nature whatsoever to the extent caused by Contractor's breach of any confidentiality, security, or privacy obligations set forth in these USAC Standard Terms and Conditions by Contractor or Contractor Staff; (d) Contractor's unauthorized use of USAC Software, USAC IT Systems, or USAC Data; (e) any breach of applicable law as described in Section 27 of these USAC Standard Terms and Conditions by Contractor or Contractor Staff; or (f) the negligent, reckless, illegal, or intentional acts or omissions of Contractor or Contractor Staff in connection with the performance of the Services.

16. CONFIDENTIAL INFORMATION

A. Confidential Information. Confidential Information includes, but is not limited to, USAC Data, materials, or communications in any form or format, whether tangible or intangible, spoken or written (regardless of media) that contains, reflects, or is derived from or based upon, or is related to:

1. Management, business, procurement, or financial information of either party, the FCC, or a USF stakeholder, including proprietary or commercial information and trade secrets that have not previously been publicly disclosed.
2. Information regarding USAC's processes and procedures (including, but not limited to, program operational information, information regarding USAC's administration of its programs, and information regarding USAC's processing of applications for program support).
3. Information concerning USAC's relationships with other vendors or contractors, the FCC, USF Stakeholders, or financial institutions.
4. Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," "work product," etc.
5. Information compiled, prepared, or developed by Contractor in the performance of the Contract.



6. PII [defined in the USAC Standard Terms and Conditions Privacy and Security Addendum.]; and
 7. Information that Recipient knows or reasonably should have known is confidential, proprietary, or privileged.
- B. *Non-Disclosure/Use/Irreparable Harm.*** It is anticipated that a Discloser may disclose, or has disclosed, Confidential Information to the Recipient. At all times during the term of the Contract and thereafter, the Recipient shall maintain the confidentiality of all Confidential Information and prevent its unauthorized disclosure, publication, dissemination, destruction, loss, or alteration. Recipient shall only use Confidential Information for a legitimate business purpose of USAC and in the performance of the Contract. Recipient acknowledges that the misappropriation, unauthorized use, or disclosure of Confidential Information would cause irreparable harm to the Disclosing Party and could cause irreparable harm to the integrity of the USF programs.
- C. *Sub-Recipient Access to Confidential Information.*** Recipient shall not disclose Confidential Information to a Sub-Recipient unless absolutely necessary for a Recipient's or Sub-Recipient's performance of the Contract, and if necessary, shall only disclose the Confidential Information necessary for Sub-Recipient's performance of its duties. As a pre-condition to access to Confidential Information, Recipient shall require Sub-Recipients, including Contractor Staff, to sign a non-disclosure or confidentiality agreement containing terms no less restrictive than those set forth herein. Discloser may enforce such agreements, if necessary, as a third-party beneficiary.
- D. *Contractor Enforcement of Confidentiality Agreement.*** Contractor must report, and describe in detail, any breach or suspected breach of the non-disclosure requirements set forth above to the USAC General Counsel within one (1) hour upon becoming aware of the breach. Contractor will follow-up with the USAC Privacy Officer and provide information on when and how the breach occurred, who was involved, and what has been done to recover the Confidential Information.
- E. *Exclusions.*** If requested to disclose Confidential Information by an authorized governmental or judicial body, Recipient must promptly notify Discloser of the request, and to the extent that it may legally do so, Recipient must refrain from disclosure of the Confidential Information until Discloser has had sufficient time to take any action as it deems appropriate to protect the Confidential Information. In the event Confidential Information of USAC is requested, Recipient must immediately notify USAC, with a copy to USAC's General Counsel, of the request. Neither Contractor nor Contractor Staff 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 USAC Data delivered, prepared, or developed by Contractor in the performance of the Contract to the FCC or other governmental or judicial body, and may publicly disclose basic information



regarding the Contract, e.g., name of Contractor, price, basis for selection, description of Services/Deliverables and any provisions necessary for USAC to justify actions taken with respect to the Contract.

17. RETURN OR DESTRUCTION OF USAC DATA

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

18. PROPRIETARY RIGHTS

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

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

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

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

19. RESERVED

20. RESERVED

21. SHIPMENT/DELIVERY

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

performance at the time specified for delivery hereunder, by reason of causes beyond Contractor's reasonable control, USAC may elect to take delivery of materials in an unfinished state and to pay such proportion of the Contract price as the work then completed bears to the total work hereunder and to terminate this Contract without liability as to the balance of the materials covered hereunder.

22. INSURANCE

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

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

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

24. WAIVER

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

25. SEVERABILITY

The invalidity or unenforceability of any provisions of the Contract shall not affect the validity or enforceability of any other provision of the Contract, which shall remain in full force and effect. The parties further agree to negotiate replacement provisions for any unenforceable term that are as close as possible to the original term, and to change such original term only to the extent necessary to render the term valid and enforceable.

26. CHOICE OF LAW / CONSENT TO JURISDICTION

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

27. USAC AND APPLICABLE LAWS

USAC is not a federal agency, a government corporation, a government-controlled corporation, or any other establishment in the Executive Branch of the United States government. USAC is not a contractor to the federal government and the Contract is not a subcontract under a federal prime contract. USAC conducts its procurements in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC and its Contractors to adhere to the Procurement Regulations. Contractor shall comply with the Procurement Regulations and all applicable federal, state and local laws, executive orders, rules, regulations, declarations, decrees, directives, legislative enactments, orders, ordinances, common law, guidance, and other binding restriction or requirement of or by any governmental authority related to the Services or Contractor's performance of its obligations under this Contract, and includes without limitation FCC Orders; the rules, regulations and policies of the FCC; the Privacy Act of 1974; and the laws and guidelines named in the USAC Standard Terms and Conditions Privacy and Security Addendum.

28. RIGHTS IN THE EVENT OF BANKRUPTCY

All licenses or other rights granted under or pursuant to the Contract are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Code, licenses of 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 USAC Data, Software, Deliverable, or any Derivative Work thereof.

29. NON EXCLUSIVITY

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

30. INDEPENDENT CONTRACTOR

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

31. RESERVED

32. NOTICES

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

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

If to USAC:

Chief Administrative Officer, Universal Service Administrative Company
700 12th Street, NW, Suite 900
Washington, DC 20005



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

With a copy to:

General Counsel, Universal Service Administrative Company
700 12th Street, NW, Suite 900
Washington, DC 20005
Email: OGCContracts@usac.org

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

33. 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 Data, confidentiality obligations, proprietary rights, and indemnification obligations shall survive the expiration or termination of the Contract.

34. FORCE MAJEURE

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

35. 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.



36. NATIONAL SECURITY SUPPLY CHAIN REQUIREMENTS

- A. Definitions.** For purposes of this Section, the following terms are defined as stated below:
1. “Covered Company” is defined as an entity, including its parents, affiliates, or subsidiaries, finally designated by the Public Safety and Homeland Security Bureau of the FCC as posing a national security threat to the integrity of communications networks or the communications supply chain.
 2. “Covered Equipment or Services” is defined as equipment or services included on the FCC-issued Covered List that pose a national security threat to the integrity of the communications supply chain.
 3. “Covered List” is a list of covered communications equipment and services that pose an unacceptable risk to the national security of the United States. The FCC may update the list at any time. The list can be found at [fcc.gov/supply-chain/covered list](http://fcc.gov/supply-chain/covered-list).
 4. “Reasonable Inquiry” is defined as an inquiry designed to uncover information about the identity of the producer or provider of equipment and services that has been purchased, obtained, maintained, or otherwise supported by funds from USAC under this Contract.
 5. “SR Controls” is defined as the Supply Chain Risk Management controls set forth in NIST Special Publication 800-53, Revision 5. [“NIST” is defined in the USAC Standard Terms and Conditions Privacy and Security Addendum.]
- B. Prohibition.** Contractor will ensure that no funds from USAC or other federal subsidies under this Contract will be used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company. Contractor must also ensure that no funds administered by USAC, or the FCC under this Contract will be used to purchase, obtain, maintain, or otherwise support Covered Equipment or Services placed on the Covered List. These prohibitions extend to any subcontractors that provides Services under the Contract. Contractor is responsible for notifying any subcontractors it engages under this Contract of this prohibition.
- C. Monitoring.** Contractor must actively monitor what entities have been finally designated by the FCC as a Covered Company and what equipment and services the FCC defines as Covered Equipment or Services and places on the Covered List. Contractor must actively monitor to ensure that no funds from USAC or other federal subsidies are used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company from Contractor or any subcontractor it engages under the Contract. Contractor must also ensure that no funds administered by USAC, or other federal subsidies are used to purchase, obtain, maintain, or otherwise support any Covered Equipment or Services that the FCC has placed on the Covered List from Contractor or any subcontractor it engages under the Contract. If Contractor finds that they have violated any or all of these prohibitions, then Contractor shall immediately notify USAC. In Contractor’s notification to USAC, Contractor shall provide the same information required for non-compliance in Section



36.D of these USAC Standard Terms and Conditions. Any such notification must have audit ready supporting evidence.

D. Annual Certification. Contractor will conduct a Reasonable Inquiry and provide a certification to USAC in writing upon execution of this Contract and no later than December 31 of each calendar year that the Contract is in effect. If Contractor, and all applicable subcontractors, are in compliance with Section 36.B. of these USAC Standard Terms and Conditions, Contractor shall state in the annual certification that no funds from USAC have been used to purchase, obtain, maintain, or otherwise support any equipment or services produced or provided by a Covered Company or Covered Equipment or Services on the Covered List. If Contractor, or any applicable subcontractor, is not in compliance with Section 36.B. of these USAC Standard Terms and Conditions, Contractor shall inform USAC and provide the following information in the certification:

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

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

Contractor shall retain supporting evidence for all certifications.

E. SR Controls. Contractor shall also at all times be in compliance with the SR Controls. Subject to SR-8 of the SR Controls, Contractor agrees to immediately notify USAC upon the occurrence of any supply chain compromises, including but not limited to any failure to comply with the SR Controls. Contractor further agrees to immediately notify



USAC in the event that Contractor or any entity involved in Contractor’s supply chain is subject to foreign ownership, control, or influence; provided that notice is required only in the event that the foreign ownership interest in such entity exceeds five percent (5%). Contractor shall also provide USAC with the results of any assessments or audits related to Contractor’s supply chain processes. The results of assessments or audits may include open-source information that contributed to a decision or result and could be used to help the supply chain entity resolve a concern or improve its processes. Contractor acknowledges that early notification of any actual or potential compromises in the supply chain that may have an adverse effect on USAC is essential. In addition to the reporting requirements set forth above, Contractor shall provide USAC with a certification by December 31 each year confirming that Contractor and all entities involved in Contractor’s supply chain are in compliance with the SR Controls.

37. PROHIBITION ON A BYTEDANCE COVERED APPLICATION

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

1. “*Covered Application*” means the social networking service TikTok, or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
2. “*Information Technology*” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by USAC, if the equipment is used by USAC directly or is used by Contractor under this Contract with USAC that requires the use—
 - (a) Of that equipment; or
 - (b) Of that equipment to a significant extent in the performance of a service or the furnishing of a product.

The definition of “*Information Technology*” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

The definition of “*Information Technology*” does not include any equipment acquired by a Contractor incidental to this Contract.

B. Prohibition. Contractor is prohibited from having or using a Covered Application on any Information Technology owned or managed by USAC, or on any Information Technology used or provided by Contractor under this Contract, including equipment provided by Contractor Staff.



- C. *Subcontracts*. Contractor shall insert the substance of this clause, including this subsection C, in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

38. ADDED SERVICES

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

39. RESERVED

40. SECTION 508 STANDARDS

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

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

SECTION D:

Attachments

Attachment List:

- Attachment 1: Bid Sheet
- Attachment 2: IT Security Micro-segmentation Tool Requirements
- Attachment 3: Confidentiality Agreement

SECTION E: Instructions and Evaluation Criteria

1. GENERAL

A. CONTRACT TERMS AND CONDITIONS

The Contract awarded as a result of this RFP will be governed by, and subject to, the requirements of all Sections of this RFP, including any attachments listed in Section D. Offeror’s submission of a proposal constitutes Offeror’s agreement to the RFP and its precedence over any other terms, requirements, or conditions proposed by Offeror.

Offeror’s proposal may identify deviations from, or revisions, exceptions, or additional terms (collectively “exceptions”) to the RFP, but only if such exceptions are clearly identified in a separate Attachment to the proposal, “Exceptions to RFP Terms.” Proposals that include material exceptions to the RFP 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 that are included in Offeror’s proposal. After selection of the awardee, USAC will not consider or negotiate any exceptions to the RFP.

B. PERIOD FOR ACCEPTANCE OF OFFERS

Offeror agrees to hold the pricing 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 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 Thursday, October 3, 2024** (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to Procurement@usac.org. The subject line for all email communication related to this solicitation should **only** state the Solicitation Number, IT-24-115, of this RFP.

C. PROPOSAL SCHEDULE

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

DATE	EVENT
September 6, 2024	RFP Released
September 16, 2024	Questions due to USAC by 11:00 AM ET at procurement@usac.org
September 19, 2024	Q&A Released to Potential Offerors
October 3, 2024	Proposal Due to USAC by 11:00 AM ET at procurement@usac.org
TBD 2024	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. SUBMISSION OF QUESTIONS

USAC will only accept written questions regarding the RFP. All questions must be emailed to procurement@usac.org no later than **Monday, September 16, 2024, 11:00 AM ET**. USAC plans to post all questions and responses under this procurement on our website by **Thursday, September 19, 2024, 5:00 PM ET**.

E. AMEND, REVISE OR CANCEL RFP

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

2. CONTRACT AWARD

USAC intends to evaluate offers and 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.

3. IDENTIFICATION OF CONFIDENTIAL INFORMATION

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

4. PROPOSAL FORMAT

Proposals shall be presented in four separate volumes:

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



5. PROPOSAL COVER PAGE

Each volume of Offeror's proposal must contain a cover page. On the cover page, please include:

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

6. PROPOSAL CONTENT

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

A. Corporate Information (Volume 1)

1. A cover page, as outlined above.
2. *Executive Summary.* This section shall summarize all key features of the proposal, affiliated individuals, or firms that Offeror proposes to assist in this engagement. Pricing information shall not appear in the Executive Summary.
3. *Confidentiality and Information Security.* Offeror must explain in detail how they will establish and maintain safeguards to protect the confidentiality and integrity of USAC Confidential Information in their possession as required by the solicitation.
4. *Conflict of Interest.* Offeror must provide a statement regarding any known conflicts of interest. USAC is the appointed neutral administrator of the federal USF. USAC is governed by a Board of Directors comprised of various stakeholders in the universal service programs and is prohibited from advocating positions on universal service policy matters. Because of USAC's unique role as neutral administrator, it is essential that any contractor providing assistance to USAC in administering the USF maintain the same neutrality, both in fact and in appearance.
 - 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 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 Offeror (or proposed subcontractor) and any USF Stakeholder; (2) 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 Offeror; (4) an USAC or FCC employee receives any type of compensation from 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 Offeror or any proposed subcontractor; and (7) any ownership or control interest in Offeror or any proposed subcontractor that is held by an FCC or USAC employee. Offerors must also identify any participation by Offeror, or any proposed subcontractor(s) or personnel associated with Offeror, in any of the universal service programs. The requirement in this Section E.6.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 Capability (Volume 2)

This volume must include:

1. A cover page, as outlined above.
2. **Capabilities:** Describe the capabilities of your proposed tool. The proposed tool must meet the requirements listed in Attachment 2 - IT Security Microsegmentation Tool Requirements.
3. Completed Attachment 2 - IT Security Microsegmentation Tool Requirements.

C. Experience and Past Performance Information (Volume 3)

This volume must include:

1. A cover page, as outlined above.
2. Description of Offeror's recent experience with providing and successful implementation of your proposed tool to organizations with similar size and scope.
3. A list of up to three (3) current or recently completed contracts for providing products/services 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), and (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.

D. Price Proposal (Volume 4)

This volume must include:

1. A cover page, as outlined above.
2. Completed pricing information in **Attachment 1 – Bid Sheet**. The proposed price must be *fully loaded* and must include wages, overhead, general, and administrative expenses, taxes, and profit.

E. Presentation and Page Limitations

1. Proposal Presentation
 - a. Proposals must be prepared using Times New Roman font. All text except for diagrams, tables, and charts must be presented in 12-point font. Diagrams, tables, and charts may be presented in a smaller font if needed to fit the page. The reduced font size may not be smaller than 9 points.
 - b. The content of each diagram, table, Gantt chart, and chart must accurately depict the same information included in the text, serving as the visual representation of the written content in the proposal.
 - c. Any diagram, table, Gantt chart or chart must be readable when printed. These documents may be included as attachments to the proposal using landscape orientation to enhance presentation if needed.
 - d. All diagrams, tables, Gantt charts, and charts must be incorporated into the proposal using the native program from which it was created to eliminate distortion of text by inserting images and pictures.
 - e. The font color used to label column headings must be bolded and a contrasting color from the background color to clearly display headings.
 - f. Each volume of the proposal should be submitted in PDF format as a separate attachment to a single email procurement@usac.org. **Attachment 1 – Bid Sheet** may be submitted as a separate attachment in Excel format as an addition to Volume 4.



- g. The signed RFP cover page and signed Confidentiality Agreement may be submitted in PDF format as separate attachments and will not count towards the page limits for volumes 1–4 of the Offeror’s proposal.

2. Page Limitation

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

- a. Volume 1 – Corporate Information; may not exceed four (4) pages.
- b. Volume 2 – Technical; may not exceed ten (10) pages.
- c. Volume 3 – Experience and past performance information; may not exceed five (5) pages.
- d. Volume 4 – Price; may not exceed four (4) pages.

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

7. EVALUATION

USAC will award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors shall be used to evaluate offers and select the awardee – Capabilities, Experience & Past Performance, and Price.

1. **Capabilities:** USAC will evaluate the capabilities of the proposed solution including offeror’s response to Attachment 2 - IT Security Microsegmentation Tool Requirements.
2. **Experience and Past Performance:** Experience and past performance information will be evaluated to assess the risks associated with Offeror’s providing the proposed software application, considering the relevance, how recent the project is (no older than three (3) years from the date of the solicitation), and quality of Offeror’s past performance on past or current contracts for the same or similar products/services. Offeror’s past performance will be evaluated based on Offeror’s discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for 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 Offeror’s proposal that are not identified as references).
3. **Price Evaluation:** USAC will evaluate price based on the firm fixed price listed in **Attachment 1 – Bid Sheet**. In addition to considering the total prices of Offerors when making the award, USAC will also evaluate whether the proposed prices are realistic and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

8. DOWN-SELECT PROCESS

USAC may determine that the number of proposals received in response to this RFP are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to establishing a



competitive range. In such case, USAC may conduct a down-select process to eliminate Offerors, prior to discussions, from further consideration based on a comparative analysis of Offerors' 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.

9. RESPONSIBILITY DETERMINATION

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

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



Attachment 1

Bid Sheet

[Separate Excel Attachment]



Attachment 2

**IT Security Micro-Segmentation Tool Requirements
[Separate Excel Attachment]**

Attachment 3

USAC Confidentiality Agreement

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

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



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

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



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

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

Acknowledged and agreed:

By (signature) _____

Name (print) _____

Date _____

CONFIDENTIALITY AGREEMENT – APPENDIX A

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

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as “information”) and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal USAC management matters, including but not limited to USAC program integrity procedures, if disclosure is reasonably likely to interfere with or prejudice the performance of the internal USAC management functions.
2. Information related to the development of statements of work or evaluation criteria for USAC or Commission procurements, contractor bids or proposals, evaluation of bidders or offerors, selection of contractors, or the negotiation of contracts.
3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute (a) requires that the information be withheld from the public in such a manner as to leave no discretion on the issue, or (b) establishes particular criteria for withholding or refers to particular types of information to be withheld. Such information includes copyrighted or trademarked information.
4. Information containing trade secrets or commercial, financial, or technical information that (a) identifies company-specific (i.e., non-aggregated) proprietary business information about a Universal Service Fund (USF) contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning USAC relationships with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.
6. Information regarding or submitted in connection with an audit or investigation of a USF contributor, potential USF contributor, USF beneficiary, applicant for USF support, or USAC Staff Person.
7. Information to which USAC, the Commission, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects USAC, Commission or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not limited to internal USAC information, information exchanged between USAC and the



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

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

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.