

January 24, 2005

**BY ELECTRONIC FILING**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: Ex Parte Notification - WT Docket No. 02-55**

Dear Ms. Dortch:

On behalf of the 800 MHz Transition Administrator (“TA”), I am attaching for filing in the above-referenced docket a copy of the “BearingPoint Special Implementation Plan-Nextel” (“SIP”) adopted by BearingPoint, Inc. (“BearingPoint”). The BearingPoint SIP implements the organizational and process construct that will be used by BearingPoint to maintain appropriate separation between BearingPoint TA project team members and BearingPoint Nextel commercial account interests (which, as set forth in the BearingPoint disclosures submitted to the Commission, predominantly relate to back-office systems testing and support). The BearingPoint SIP is a part of the TA’s Independence Management Plan (“IMP”) that is under development and will be submitted to the Commission shortly.

Should there be any questions concerning the BearingPoint SIP, kindly contact this office.

Sincerely,

/s/ Robert B. Kelly  
Robert B. Kelly  
Squire, Sanders & Dempsey L.L.P.

Attachment

cc: Michael Wilhelm (Michael.Wilhelm@fcc.gov)  
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**BEARINGPOINT SPECIAL  
IMPLEMENTATION PLAN FOR NEXTEL**

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Filed with the FCC on January 24, 2005

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## **CONTACTS**

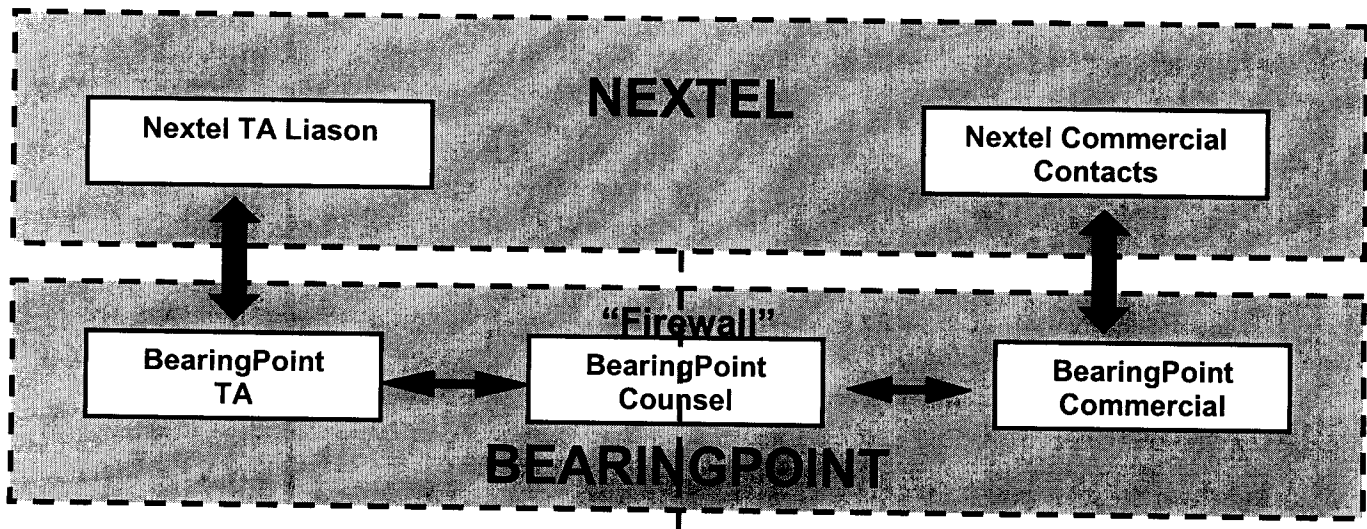
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## I. INTRODUCTION

As previously disclosed, to the TA Selection Committee and the FCC, BearingPoint has an existing commercial relationship with Nextel. Given Nextel’s unique role in the Project, the TA anticipates the need to interact frequently with Nextel in order to fulfill its responsibilities. This “BearingPoint Special Implementation Plan – Nextel” is dedicated to describing BearingPoint’s organizational and process construct to maintain appropriate separation between BearingPoint TA project team members and BearingPoint’s Nextel Commercial account interests.

## II. PROJECT ORGANIZATION

**The TA Project will be managed out of BE’s Public Services line of business.** BearingPoint is organized along four lines of business all of which focus on a specific market: Public Services; Financial Services; Communications and Content; and Consumer, Industrial, and Technology. Nextel is a BearingPoint customer in the Communications and Content sector. Given the nature of the 800 MHz Report and Order from the FCC, BearingPoint’s participation in the TA project will be managed out of BearingPoint’s Public Services line of business. The BearingPoint TA Program Manager, is not included in meetings and reports to discuss Communications and Content projects and proposals such as Nextel. Within BearingPoint, BearingPoint TA team members may communicate the status of the TA project only to BearingPoint Public Services Executives and not to executives of any of the other lines of business, including Communications and Content. Consistent with the TA independence management plan, all decision making affecting TA licensees and Engaged Stakeholders will be the responsibility of the TA team members. The BearingPoint TA Program Manager, is permitted, however, to consult, as needed, with BearingPoint’s Executive Vice President of Federal Services who has been designated as BearingPoint’s executive sponsor for this Program, and who is part of Public Services.



**BearingPoint will maintain an operational “firewall.”** The purpose of the firewall is segregate BearingPoint’s TA Project Team from BearingPoint’s commercial account relationships with Nextel. The scope of the firewall includes project team assignments and restricted activities, limitation on project team interaction and communication, and segregation of project team documentation. The diagram above illustrates the concept of the BearingPoint operational firewall.

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BearingPoint's TA organization will be separate and distinct from its Nextel Account. Employees and consultants of BearingPoint who are working on the TA Project will not work on any Nextel commercial projects. Employees and consultants of BearingPoint who have worked on the TA Project and are in an authoritative or decision making role, will not work on any Nextel commercial projects. Employees and consultants of BearingPoint who are in an authoritative or decision making role and who are working on, or have, after October 12, 2004, worked on any Nextel commercial projects, will not work on the TA Project. By way of example, no TA Project resources may participate in any way in the preparation of a proposal for Nextel or work with BearingPoint's Nextel account team on any business development activities. Each of the Nextel Account Managing Director and the TA Project Manager will be responsible for identifying for their senior management the individuals on their respective teams, such that BearingPoint's senior management is fully aware of the personnel who are subject to the separation set forth herein. BearingPoint Nextel Account team members shall not discuss or attempt to influence TA decision making in any fashion.

**Additional firewall restrictions on TA Project team members.** The TA Project team will not communicate orally, in writing, by computer, or otherwise, anything that relates in any way to the TA Project to any BearingPoint personnel working on the Nextel Account. BearingPoint personnel working on the TA Project shall not seek access to, shall not be granted access to, and shall not read files or documents, whether in paper or computer form, which concern the Nextel Account other than in their role serving the TA. Any BearingPoint personnel who are not working on the TA Project or the Nextel Account but who in any manner at any time learn information directly or indirectly from the TA Project team shall not disclose that information to any BearingPoint personnel who are working on the Nextel Account and shall thereafter be treated as members of the TA Project team for purposes of the firewall described herein. BearingPoint legal counsel is the designated representative that is permitted to communicate any required information between the TA Project Team and the BearingPoint Nextel Account team pursuant to this Special Implementation Plan.

**Additional firewall restrictions on BearingPoint Nextel Account team members.** The BearingPoint Nextel Team shall not communicate orally, in writing, by computer, or otherwise, anything that relates to the Nextel Account to any BearingPoint personnel working on the TA Project. BearingPoint personnel working on the Nextel Account shall not seek access to, shall not be granted access to, and shall not read files or documents, whether in paper or computer form, which are maintained by the TA Project Team. Any BearingPoint personnel who are not working on the TA Project or the Nextel Account but who in any manner at any time learn information directly or indirectly from the Nextel Account team shall not disclose that information to any BearingPoint personnel who are working on the TA Project and shall thereafter be treated as members of the Nextel Account team for purposes of the firewall described herein.

**Certain Communications.** Any required TA communications between BearingPoint TA project team members and BE Nextel account team members will be conducted through BearingPoint's internal legal counsel. Members of the Nextel Account team and members of the TA Project team will be briefed on the Independence Management Plan and their responsibilities by the BearingPoint legal counsel. The BearingPoint TA project team members will not be involved in communications with Nextel regarding any BearingPointNextel commercial account activity, and BearingPoint Nextel Account team members will not be involved in communication with Nextel concerning the TA Project.

**BearingPoint will segregate TA project documentation.** With respect to TA Project documentation, BearingPoint will maintain work papers that are under the control of only the TA Program Manager and members of the TA Project team. In addition, any TA Project-related information that is electronically stored shall be accessed via permission only, with control of access the responsibility of the TA Program Manager. No project information will be shared by members of the BearingPoint TA Project team with members of any other

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BearingPoint Nextel project team. Furthermore, BearingPoint TA team members will not have access to any Nextel commercial account work papers.

**Limitations on BearingPoint Nextel commercial roles:** To maximize the efficacy of this firewall, BearingPoint TA Project Team members who complete their TA project assignments, will not serve in a business development capacity at Nextel for a period of one-year after leaving the TA project. In addition, BearingPoint will not accept any work with the Nextel organization responsible for the implementation of the 800 MHz R&O.

### III. ISSUE RESOLUTION

**BearingPoint will establish a “report, review, resolve” process for dealing with independence management.** The Plan incorporates a process to facilitate the identification, reporting, review and, if necessary, resolution of any conflict issues that arise during the Project. The TA Program Manager has an ongoing responsibility throughout the course of performance of the Project to identify and report potential conflicts of interest that arise from the performance of tasks under the contract to the TA General Counsel. The BearingPoint Nextel Account Managing Director has an ongoing responsibility throughout the course of performance of BearingPoint engagements with Nextel to identify and report potential conflicts of interest that arise from the performance of those engagements to BearingPoint Legal. Similarly, each member of the TA Project team and each member of the Nextel Account team is responsible for reporting any potential conflict of which they become aware in the course of performing their duties.

**The BearingPoint TA Program Manager will identify and report potential conflicts.** To allow for review of potential conflicts that may arise as a result of the TA Project, the TA Program Manager will, upon identifying a potential conflict of interest, promptly provide to the TA General Counsel an e-mail with the subject “Notice of TA Potential Conflict” (a “Notice”) that describes in detail the background facts and circumstances creating the potential conflict.

**The Nextel Account Managing Director will identify and report any projects that may create a conflict of interest.** The Nextel Account Managing Director will provide a Notice to BearingPoint Legal with respect to any project which such Managing Director believes could create a conflict of interest.

**BearingPoint Legal will review and resolve internal BearingPoint Notices.** With respect to any Notice sent to BearingPoint Legal, BearingPoint Legal will promptly review any Notice, conduct any follow-up or additional inquiry as needed, and prepare an advisory note for the TA Program Manager, TA General Counsel, the BearingPoint Executive Vice President responsible for the Federal Services Practice and the Nextel Account Managing Director concerning the existence and extent, if any, of a conflict, and, if necessary, refer to the TA General Counsel for the appropriate and reasonable remedial actions.

**The TA General Counsel will review and resolve Notices that are sent by the TA Project Manager.** For Notices that arise internal to the TA Project, the TA General Counsel will perform the review and analysis and prepare an advisory note. Responsibility for taking action upon the advisory rests with the TA General Counsel and the affected parties. This may include a disclosure to the FCC and/or other stakeholders with respect to the potential conflict of interest at the discretion of the TA General Counsel.

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#### IV. COMPLIANCE/ENFORCEMENT

BearingPoint TA Project employees will be subject to discipline for failure to adhere to the Independence Management Plan and the TA Code of Conduct. In addition to being required to report any actual or potential Conflict, all TA personnel and the BearingPoint personnel assigned to the Nextel Account (for the duration of the TA Project) are required to report immediately to the TA Project Manager and Nextel Account Managing Director, respectively, any perceived failure to adhere to and comply with any of the provisions of this Special Implementation Plan for Nextel of the Independence Management Plan. To ensure timely reporting, employees are authorized to report any failures directly to the TA Project Manager or Nextel Account MD regardless of the employee's employment grade, or to report directly to the BearingPoint Legal department (specifically the counsel assigned to support the TA Project, who will be identified to all Nextel Account and TA Project team resources). Any BearingPoint (and TA subcontractor) personnel determined to have committed a violation of the Code of Conduct referenced above will be subject to a range of disciplinary actions, depending on the nature of the violation and the facts and circumstances leading to the violation. Applicable disciplinary actions range from counselling the violator, through placing a letter of reprimand in his or her personnel file, to termination of his or her employment. Any material violation of the Code of Conduct will result in the immediate removal of that violator from the TA Project or the Nextel Account, as applicable, while BearingPoint determines the appropriate disciplinary action.

#### V. DISCLOSURES

**Disclosure.** Pursuant to this Special Implementation Plan, BearingPoint plans to annually disclose to the TA the amounts paid to BearingPoint by Nextel for the prior calendar year. During the period from January 1, 2004, through December 31, 2004, BearingPoint was paid by Nextel for non-TA fees in the amount of \$31,739,357.36. BearingPoint will provide this disclosure to the TA in time for the TA to include it each year in its annual report to the FCC.