

## USAC SOLICITATION FOR

### Universal Service Administrative Call Center Support

#### CONTRACT INFORMATION:

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## 1 Introduction

The purpose of this RFP is to enter into a contract for call center support services. While this RFP focuses on transitioning the Universal Service Schools and Libraries Program (referred to herein as “Schools and Libraries Program,” “E-rate Program”, or “E-rate”) call center operations, upon award of the contract additional call center operations for other Universal Service Fund (USF) programs may also be transitioned to this contract, the intent being to enter into a contract that will allow for migration of services over time based on needs and/or vendor performance. USAC is seeking pricing and transition planning for the E-rate Program and the other Universal Service Fund (USF) programs (Rural Health Care and High Cost) as part of the RFP. At this time, Lifeline will not be included as part of the RFP. Potential volumes and timelines for the E-rate Program as well as other USF programs are detailed in Section 3.2 herein. This action is intended to gather information regarding call center services and should not be construed as an evaluation of the performance of the current provider.

### 1.1 Background

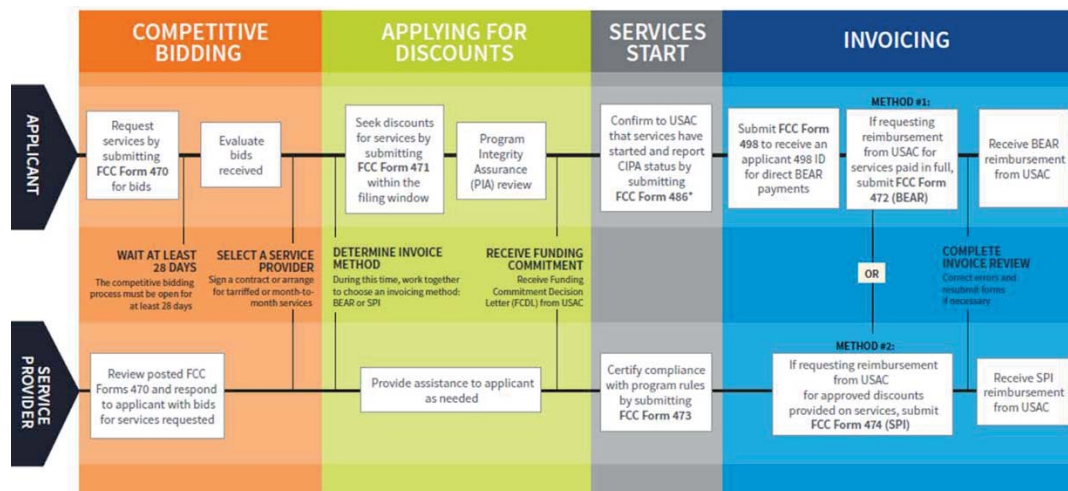
USAC administers the universal service programs in support of the Federal Communications Commission’s work to advance the goals of universal service – that all Americans have access to robust, affordable broadband and voice services. USAC administers the \$10 billion Universal Service Fund (USF) under the oversight of the Federal Communications Commission (FCC), consistent with section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254; Part 54 of the Code of Federal Regulations; orders, written directives, and other instructions promulgated by the FCC or its bureaus and offices; and other laws as applicable, including government and FCC accounting requirements. As part of its duties and subject to the FCC’s rules and oversight, USAC bills contributors to the USF, collects USF contributions, and disburses universal service support payments through the following four programs:

- The High Cost Program, which provides support for connectivity in rural communities;
- The Lifeline Program, which provides support to low-income consumers;
- The Rural Health Care Program, which provides support for rural health care providers; and
- The E-rate Program, which provides support to eligible schools and libraries.

Through administration of the above programs, auditing, and outreach, USAC works with contributors, service providers, and program beneficiaries to support the program goals articulated by the FCC for each of these programs. The FCC has reformed the USF to support further investment in and access to evolving broadband infrastructure and services, making the programs a primary vehicle to support this critical national priority. USAC, as the administrator of the USF, plays a critical role in supporting the ambitious vision to ensure that all citizens in the United States have access to high-speed broadband.

The E-rate Program helps ensure that eligible schools and libraries can obtain high-speed Internet access and telecommunications at affordable rates by providing discounts on eligible data transmission services and Internet access, voice services, internal connections, basic maintenance of internal connections, and managed internal broadband services. E-rate pays for a portion of the cost of eligible products and services, based on a sliding scale of need. Approximately \$3.9 billion is available each year to support the entities eligible for these funds, including over 200,000 schools, libraries, and administrative facilities. Eligible facilities include nearly all public schools, many private schools, and public and special libraries in every state, the District of Columbia, and five U.S. territories. Of these eligible facilities, the E-rate Program currently delivers support each year to approximately 40,000 applicants. USAC administers the E-rate Program under the oversight of the FCC, and with the support of an operations processing contractor. The E-rate Program has numerous, highly engaged stakeholder groups.

The process for receiving E-rate support can generally be broken down into four steps. First, applicants conduct a competitive bidding process for eligible equipment and services. At the conclusion of that process, and once they have selected their winning bidders, the applicants submit an application for funding during the funding year application window. Once services are delivered and the applicant demonstrates that it is compliant with the Children’s Internet Protection Act (CIPA), either the applicant or the service provider can begin invoicing USAC for the discounted portion of the bill.



In 2014, the FCC issued two orders to modernize E-rate by phasing down support for voice and other legacy services in order to better focus the program on funding high-speed broadband for schools and libraries.<sup>1</sup> These orders established new outcome goals for the program:

<sup>1</sup> See *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870 (2014) (*E-rate Modernization Order*); *Modernizing the*

- Ensuring affordable access to high-speed broadband in schools and libraries;
- Maximizing the cost-effectiveness of E-rate spending; and
- Making the E-rate application and other processes fast, simple and efficient.

USAC is working to realize each of these three goals by investing in new tools and data analytics capabilities to support the success of E-rate in alignment with the FCC’s goals. USAC, as the fund administrator, does not set policy but is responsible for administering the program in accordance with the rules issued by the FCC.

To support the goal of making the program “fast, simple, and efficient,” the FCC directed USAC to transition to a fully digital process for E-rate enabled by a new IT platform to support these efforts.<sup>2</sup> As a result, USAC launched the E-rate Productivity Center (EPC) in July 2015, a system that allows applicants to competitively bid, submit applications for E-rate funds, and perform other E-rate program tasks.<sup>3</sup> Within EPC is a customer service module where program participants can open cases to seek assistance for any issue along the application spectrum. EPC is the forum used by applicants to communicate with the USAC review teams and within EPC is where applicants receive official notifications, including funding decisions. While EPC is the primary online system that is used by program applicants, there still remains a few legacy systems that are used by USAC to administer the program and that are used by program participants to, for example, submit invoices to receive disbursements. USAC works diligently with its partners and vendors to mitigate challenges in any of its IT systems, and especially with regard to the EPC system as it approaches full functionality. USAC believes the customer service offering is a key component of program participant success and is seeking a partner to provide call center services. USAC has identified the business objectives but seeks a partner to work with the E-rate Program team to improve the customer service experience and achieve the following goals:

- Improve operational performance with a focus on first contact resolution and a high accuracy rate in providing accurate and timely program guidance.
- Partner with the vendor to strategize areas for improvement and cost reductions.
- Gain proactive insights regarding program participation and training and outreach needs through timely reporting, trends and findings.

For purposes of this solicitation, the work will focus solely on customer service, including but not limited to inbound and outbound calls, emails, customer service module/web inquiries, email, and data entry and handling.

The existing E-rate customer service center, called the Client Service Bureau (CSB), receives approximately 100,000 contacts annually. While there is always activity, the highest volumes occur during the application filing window, typically in first and second quarters of the calendar year.

The Rural Health Care (RHC) Program supports eligible health care providers (HCPs) in bringing world class medical care to rural areas through increased connectivity. The RHC program provides up to \$400 million annually to service providers to reimburse those providers for discounted broadband and

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*E-rate Program for Schools and Libraries*, WC Docket No. 13-184 et. al., Second Report and Order and Order on Reconsideration, 29 FCC Rcd 15538 (2014) (*Second E-rate Modernization Order*).

<sup>2</sup> See *E-rate Modernization Order*, 29 FCC Rcd. 8870, 8951-52 at paras. 205-06 (“[b]eginning in funding year 2017, we will require the submission of all filings and notifications electronically.”).

<sup>3</sup> USAC is in the final stages of building out this system.

telecommunications services provided to HCPs. There are two subprograms in the RHC Program: the Healthcare Connect Fund (HCF) Program and the Telecommunications (Telecom) Program.

- The Healthcare Connect Fund (HCF) Program provides a flat 65% discount on broadband service, including broadband equipment and network construction. The HCF Program also encourages networks of health care providers (both rural and urban) to form state and regional health care consortia to save costs on broadband service and expand access to healthcare.
- The Telecommunications (Telecom) Program helps ensure that eligible rural HCPs pay no more than their urban counterparts for telecommunications services by funding a discount between the urban rural rate for telecommunications services.

The process for receiving funding is very similar to the E-rate program. First, in order to receive a subsidy, HCPs must establish themselves as eligible. Next, HCPs must conduct a competitive bidding process for eligible equipment and services. At the conclusion of that process, and once they have selected their winning bidders, HCPs must apply for discounted service during the funding year application window.

As part of this RFP, USAC is looking to migrate Rural Health Care customer service functions, currently being handled internally by the Rural Health Care team, to a vendor that can handle both calls and email responses.

USAC's customer service goals are the same as they are for the E-rate program – partner with a vendor to work with the program teams to improve the customer service experience and achieve the following goals:

- Improve operational performance, with a focus on first contact resolution and a high accuracy rate in providing accurate and timely program guidance.
- Partner with the vendor to strategize areas for improvement and cost reductions.
- Gain proactive insights regarding program participation and training and outreach needs through timely reporting, trends and findings.

## **2 Business Objectives**

### **2.1 Intro and objectives**

USAC is seeking a contractor (“Contractor”) to provide call center services for the E-rate Program and the Rural Health Care Program upon award, and potentially to provide call center services for other USAC programs such as High Cost. The Contractor will provide call center support by phone, email and EPC customer service module/web inquiries, to assist applicants in resolving any issues related to their filings. This includes assisting new program participants with account set-up, rules compliance, program requirements and carrying out extensive technical, functional and administrative tasks. The Contractor will need to demonstrate the ability to build and maintain subject matter level expertise on policies and procedures, as well as the tactical steps required to assist all applicants with any aspect of the program.

The Contractor will support inquiries from all stakeholders, including service providers, consultants, schools and libraries and health care providers across the country. Assistance is needed relating to multiple funding years. The Contractor must also maintain an understanding of all current IT challenges and established workarounds that program participants may need to use in order to overcome any system blockers.

More specifically, USAC expects the Contractor to perform the following functions:

- Live Call Support: Provide general customer support for all aspects of the program process, including responding to form status and inquiry requests and providing program guidance and technical assistance.
- Web Inquiries (via EPC): Assess and provide responses for all submitted cases on all aspects of the E-rate process.
- Emails: Review and respond to all emails related to the programs.
- Mail/Fax form processing (schools and libraries only): Process all incoming mail/fax-related services, including digitizing incoming mail with a bar code and uploading to a database.

## 2.2 Contract / pricing structure

USAC anticipates that the contract between USAC and Contractor ("Contract") will have a fee structure of variable fee per unit. The variable per unit fees will pay for all costs associated with the volume of services rendered. The per unit price for each service will be tiered based on increasing volume expectations, and Contractor will be expected to bid a range of volume tiers as outlined in **Attachment 1, Bid Sheet**. USAC anticipates attaching penalties of at least five percent (5%) of variable fees for failing to reach agreed upon goals for any of three (3) to five (5) critical service levels (i.e. CSLAs) within each billing period. Details of penalties and definitions of critical service levels will be defined in negotiations.

USAC intends to award to a single contractor. The Contract will have an initial term of one (1) year. After the initial term, USAC may opt to extend the initial Contract term for up to four (4) additional one (1) year terms. As USAC views this as a partnership, Contractor will be expected to bid improvement terms committing to a percentage reduction in per unit and/or per service prices year-over-year due to process improvements (please note: Contractor will bid exact percentage amount in **Attachment 1**). Cost savings significantly higher than the committed improvement terms (e.g., due to increased automation or updates to process requirements from USAC) are expected to be shared equitably between USAC and Contractor based on gain-sharing mechanisms to be determined and agreed upon in negotiations.

In addition to the variable per unit fees, USAC will consider paying an initial stand-up firm-fixed price (FFP) for Contractor to stand up operations by agreed upon milestone deadlines. The stand-up FFP will be allocated across milestones proposed by Contractor and agreed upon at contract signing in accordance with **Attachment 2, Stand-up Milestone Plan**. Fifteen percent (15%) of the applicable stand-up FFP at each Milestone will be at-risk for completing milestone deliverables by the agreed upon deadlines as described in **Attachment 2**.

## 3 Operations

### 3.1 Responsibilities and Requirements of Contractor

The primary responsibilities and requirements of Contractor are identified below.

- 3.1.1. Contractor and its agents, staff and employees working on the USAC account shall be located within the United States.
- 3.1.2. Consistent with federal regulations, non-U.S. citizens shall not be authorized to access or assist in the development, operation, management, or maintenance of USAC IT systems under the contract, unless a waiver has been granted in writing by USAC. Contractors shall



- identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to USAC. Before receiving access to IT resources under the contract, contractor personnel must receive a security briefing, which USAC will arrange, and complete any nondisclosure agreement required by the contract.
- 3.1.3. Contractor shall operate its contact center in accordance with all federal and state laws and regulations, to include compliance with any accessibility-related requirements (e.g., 508 compliance) and with the Electronic Communications Privacy Act and other similar state wiretapping laws (e.g., for recording customer support calls).
  - 3.1.4. Contractor shall provide a turn-key, full service operation to include, but not limited to: facilities; equipment, including telephone instruments, related lines, and cable; telephone service; software; circuits; staff; training; setup, testing; and reporting. Contractor shall be responsible for the installation of the required cable and wire at any of its facilities.
  - 3.1.5. Contractor shall forecast demand and keep strong workforce management principles to maintain adequate staffing and meet performance standards described in this RFP.
  - 3.1.6. Contractor shall provide live agent contact center services from 8 am – 8 pm ET, Monday – Friday ("Business Hours"). Hours of operation will be extended at different points in the year to support customers. For example, as we reach the end of a filing window, hours would be extended to meet customer needs.
  - 3.1.7. Contractor shall provide any automated contact center services (e.g., IVR, digital self-serve) on a 24/7/365 basis.
  - 3.1.8. Contractor shall ensure that a supervisor is available during Business Hours to handle escalation.
  - 3.1.9. Contractor shall be responsible for all work performed by any subcontractors.
  - 3.1.10. Contractor shall work collaboratively with USAC to continue to improve the program and to provide input to design workflows, knowledge base, CRM interfaces and any technical components that will directly impact the efficiency of the program.
  - 3.1.11. Contractor shall provide the following customer support for applicants, service providers, consultants, and other external stakeholders, including but not limited to:
    1. Conducting inbound and outbound live operator services;
    2. Communicating service or product information including responses to inquiries and questions about the program, and other support as appropriate based on a consumer-centric model for information and assistance;
    3. Interface and supporting utilization of various technologies provided by USAC, including but not limited to:
      - a. EPC (Case management tools),
      - b. Legacy Seibel System,
      - c. Websites of the program, and
      - d. Other resources and data source that provide relevant information to consumers;
    4. Providing callers with contacts or coordinating with other contact center representatives (i.e., USAC, or other contractors) to resolve unforeseen issues across all use cases;
    5. Tracking and logging interactions information for each contact including dispositioning of the call for performance improvement and historical contact data;
    6. Creating and maintaining an accurate and continuously-updated knowledge base for use by agents that contains program guidance and action steps;
    7. Responding to requests for information, escalating to USAC representatives as agreed upon with USAC;
    8. Entering stakeholder data into the USAC systems and databases; and
    9. Employing contact center technologies, including but not limited to:
      - a. Automatic Call Distributor (ACD);



- b. Interactive Voice Response (IVR);
  - c. Real-time reporting tools (Metrics and Workforce Management); and
  - d. Call recording software.
- 3.1.12. Contractor shall provide mail and form processing and digitization services, including but not limited to:
  - 1. Entry of form data into system or databases, and
  - 2. Scanning of provided supplementary documentation (e.g., copies of identity documents, copies of eligibility documents).
- 3.1.13. Contract shall ensure that the following are reported to USAC and included in any invoice; priced by:
  - 1. For customer support: the number of contacts and total minutes with stakeholders, broken out by channel (e.g., phone, web inquiries, email and mail processed) or other additional channels proposed.
- 3.1.14. Additional capabilities Contractor will provide shall be set forth in **Attachment 3, Vendor Capability Checklist**.
- 3.1.15. Contractor shall work with USAC to develop an ongoing training and agent development program for all call center staff and agents.
- 3.1.16. Contractor shall dedicate a staff member(s) to develop performance metrics and provide regular insights and reporting on those metrics.

### 3.2 Volume Expectations and Statistical Information

The volumes and assumptions outlined below should be used to develop pricing and transition planning for all the Universal Service Fund (USF) programs.

#### Historical & Planned Schools and Libraries Volumes per Service

The tables below summarize prior call volumes and anticipated volumes based on projected call rates.

2016	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	2016 Total
<b>Schools &amp; Libraries (E-Rate)</b>													<b>2016</b>
<b>Total Contacts</b>	15,769	21,929	29,485	23,354	21,243	10,933	13,859	14,062	14,762	17,248	11,607	9,503	203,754
<b>Inbound Call Volume</b>	8,501	11,151	14,739	10,657	10,610	6,057	7,588	7,370	8,133	9,445	5,580	4,718	104,549
<b>Outbound Call Volume</b>	200	350	1,192	577	460	828	532	525	387	483	342	284	6,160
<b>Web Inquiries</b>	5,540	8,291	13,314	11,702	9,708	4,007	5,887	6,279	5,561	7,114	5,466	4,465	87,334
<b>Email volume</b>	2,184	3,340	3,392	2,523	1,600	1,233	1,115	1,320	1,132	1,514	933	980	21,266
<b>Faxes Received</b>	2	3	2	3	2	0	2	2	5	5	1	0	27
<b>Mail Processed (Postal)</b>	1,726	2,484	1,430	992	923	869	382	411	1,063	684	560	320	11,844
2017	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	2017 Total
<b>Schools &amp; Libraries (E-Rate)</b>					<b>2017 Estimates</b>								<b>2017</b>
<b>Total Contacts</b>	14,893	21,205	16,481	14,296	15208	11382	13952	14054	14939	18277	11918	10842	177,448
<b>Inbound Call volume</b>	6,717	8,615	6,981	6,691	8297	6154	7713	7537	8251	9683	5674	4834	87,148
<b>Outbound Call volume</b>	371	281	327	300	300	300	400	400	300	300	300	300	3,879
<b>Web Inquiries</b>	6,701	10644	7643	5838	5803	4322	5111	5410	5561	7213	5212	5032	74,490
<b>Email Volume</b>	885	1378	1285	1167	531	329	451	430	547	801	456	399	8,659
<b>Faxes Received</b>	0	0	0	0	2	2	2	2	5	5	1	2	21
<b>Mail Processed (Postal)</b>	219	287	245	300	275	275	275	275	275	275	275	275	3,251

USAC currently anticipates starting the transition of the E-rate work upon award of the contract.

- Migration dates: Work will start upon contract award (Q4 2017)
- Spikes in volume in first half of 2016 are due to implementation of new EPC system.
- 2017 volumes based on best estimate.
- 2018+ volumes are anticipated to remain roughly the same as 2017 with the mail processing work dropping as all program participants tasks can be completed online.
- Talk time in 2016 was 7:40 which was higher than normal due to the implementation of EPC system. Talk time in 2017 is currently at 7:00.
- Average projected talk time per contact center conversation: 7:00.
- Transition is expected to take place during a critical program period so transition planning will need to be flexible to ensure a successful transition and will potentially occur Q1 - 2018.
- Note: all volumes and expected timelines are projections only, and USAC has the right to revise assumptions at its sole discretion (e.g., new features, program requirements or direction from the FCC).

#### Other Programs

USAC reserves the right to add or remove programs for which the Contractor's support is required, based on business needs and/or the quality of Contractor's performance. The following are examples of programs we are considering moving to a new vendor in the short term.

## Rural Health Care

The Rural Health Care (RHC) program, like the Schools and Libraries program, involves non-telecommunications providers receiving discounted telecommunications and broadband service from service providers. Those service providers are then reimbursed for their discounted rates from the Federal USF. Both programs follow a similar lifecycle from application through invoicing. The RHC program

2017	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
<b>Rural Health Care</b>					2017 Estimates								<b>2017</b>
Total Contacts	1825	1600	2200	2700	2700	2000	1600	2000	2100	1900	2400	2000	25025
Calls Volume	900	800	1350	1350	1350	1000	800	1000	1050	950	1200	1000	12750
Email Volume	925	800	850	1350	1350	1000	800	1000	1050	950	1200	1000	12275

employs a Tier 1 help desk to provide program participants with support services by phone and email to address technical, functional and administrative questions and concerns from health care providers that receive funding. The Tier 1 help desk support is currently handled internally; however, USAC will be migrating this work to an external vendor. The table below summarizes prior call volumes and anticipated volumes based on projected call rates for the RHC program.

- Potential migration date: Q4 2017 – Q1 2018
- Spikes in volume are due to deadline and window close. The RHC window usually occurs during January or February annually.
- 2017 volumes based on best estimate.
- 2018+ volumes are anticipated to remain roughly the same as 2017
- Average projected talk time per contact center conversation: 7:00.
- Transition is expected to take place during a critical program period so transition planning will need to be flexible to ensure a successful transition and will potentially occur Q1 - 2018.
- Note: all volumes and expected timelines are projections only and USAC has the right to revise assumptions at its sole discretion (e.g., new features, program requirements or direction from the FCC).

## High Cost

The High Cost Program may require a contractor to provide Tier 1 help desk support services by phone and email to answer technical, functional and administrative questions and address concerns from carriers that receive funding. The table below summarizes prior call volumes and anticipated volumes based on projected call rates for the High Cost Program.

2017	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
<b>High Cost</b>					2017 Estimates								<b>2017</b>
Total Contacts	400	400	400	400	400	400	400	400	400	400	400	400	4800
Calls Volume	250	250	250	250	250	250	250	250	250	250	250	250	3000
Email Volume	150	150	150	150	150	150	150	150	150	150	150	150	1800

- Potential migration date: Q4 2017 – Q1 2018
- Spikes in volume are due to deadlines specific to High Cost.
- 2017 volumes based on best estimate.
- 2018+ volumes are anticipated to remain roughly the same as 2017 though there may be some increases in certain months as USAC administers a funding mechanism to award support.
- Average projected talk time per contact center conversation: 6:00.

- Note: all volumes and expected timelines are projections only and USAC has the right to revise assumptions at its sole discretion (e.g., new features, program requirements or direction from the FCC).

### 3.3 System Technical, Security, and Privacy Requirements

- 3.3.1. Contractor's systems and processes shall be approved by USAC's Security Team and shall comply with FISMA, 44 U.S.C. § 3541, *et seq.*, the Privacy Act of 1974 (5 U.S.C. § 552a), and National Institute of Standards and Technology (NIST) SP 800-53 Rev. 4, including Appendix J, NIST privacy controls.
  1. Data and documentation collected will include sensitive personally identifiable information (PII), including names, addresses, dates of birth, and the last four digits of social security numbers.
  2. PII shall be protected in accordance with all federal and USAC requirements, including, but not limited to, OMB Circular No. A-130, OMB Memoranda M-06-16 and guidance from the NIST, including NIST SP 800-53 Rev. 4 (Security and Privacy controls for Federal Information Systems and Organizations) and NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information).
  3. Cloud-based services shall be certified by the Federal Risk and Authorization Management Program ("FedRAMP") for use at a MODERATE risk. USAC reserves the right to inspect the Authority to Operate (ATO) notice for services certified by the FedRAMP Joint Accreditation Board (JAB) or the complete package of documents for those with agency accreditations.
  4. All privacy and/or security-related incidents including, but not limited to, the disclosure of PII, shall be tracked in accordance with policy standards as outlined in the Incident Response (IR) controls documented in NIST SP 800-53 Rev. 4 and NIST SP 800-61 and consistent with the requirements of OMB Memoranda M-17-12. The Incident Response Plan (IRP) shall include reporting to USAC's Director of Privacy and to USAC's Chief Information Security Officer within one (1) hour of any breach or suspected breach of PII.
- 3.3.2. Contractor shall write, review, and update an assessment of applicable FISMA and NIST SP 800-53 Rev. 4 (Security and Privacy Controls for Federal Information Systems and Organizations) controls, to ensure adherence to NIST, FISMA, FCC, and other industry-accepted standards.
- 3.3.3. Contractor shall coordinate with USAC's IT security team and selected third party to conduct vulnerability assessment (to include scanning) and penetration tests of the system. Contractor shall ensure that proper access is provided, and proper protocols and processes are followed.
- 3.3.4. Contractor shall submit to Independent Verification and Validation (IV&V), if system (e.g., CRM software) has not previously passed standard IV&V.
  1. The system, to include Contractor's CRM (if Contractor chooses to use its own CRM platform), shall be independently verified and validated prior to being moved into production.
  2. Major changes to the system as defined by NIST 800-37 Rev. 1 (which includes changes in throughput, changes in environment, changes in hardware and software, changes in workflow) must be followed by an IV&V. USAC will cover the reasonable costs of the IV&V.
  3. Contractor shall cooperate with USAC to permit continuous monitoring in accordance with NIST 800-37.
- 3.3.5. Contractor shall address vulnerabilities in accordance with NIST vulnerability management controls. Contractor shall address vulnerabilities in the applicable timeframes set forth in such

policies. In the event that Contractor cannot meet the applicable timeframe, Contractor shall provide USAC a plan of action and develop milestones to address such vulnerabilities promptly, and shall prioritize remediation based on the risks implicated by such vulnerabilities.

- 3.3.6. Contractor's systems shall meet the following specifications
  1. Any new, simple development requests should be taken up and completed within a week (e.g., new fields in data entry, role access changes).
  2. Any new, larger development requests should have an implementation plan prepared within a week of request, e.g., service change.
  3. Secure API services accessible to USAC internal systems are required to be exposed for all critical functionalities.
  4. The system must flexibly support development of authorization-specific and/or role-specific workflows.
  5. The system must have the capability to track back on the history of any case as well as an audit log (e.g., when a ticket was opened / closed, who it was assigned to, who changed / closed it).
  6. The system must have a status service for USAC to check its availability.
- 3.3.7. Contractor shall provide documentation and proof of accreditation to demonstrate compliance with the foregoing subsections.

### **3.4 Incident Management**

The primary troubleshooting responsibilities and requirements of Contractor are identified below.

- 3.4.1. Contractor shall notify USAC of any Priority 1 (P1) Incident within two (2) hours, provide status updates every one (1) hour, develop a workaround to address a P1 Incident within twenty-four (24) hours, and work continuously on a P1 Incident until resolved. Classification of technical issues as P1, P2, or P3 Incidents is described in **Attachment 4**.
- 3.4.2. Contractor shall respond to a Priority 2 (P2) Incident within four (4) hours, provide status updates every four (4) hours, and develop a workaround to address a P2 Incident within forty-eight (48) hours.
- 3.4.3. Contractor shall respond to a Priority 3 (P3) Incident within twenty-four (24) hours, provide status updates every business day, and develop a workaround within seven (7) calendar days. Any problems related to system functionality (e.g., hardware, phone lines, data, etc.) which are not under Contractor's control must be reported to USAC immediately (via phone and e-mail) upon detection.
- 3.4.4. USAC will determine if an incident has been resolved, for all P1, P2, and P3 incidents.
- 3.4.5. Contractor shall notify USAC at least two (2) calendar weeks in advance, confirmed by email, of any planned service outage that may affect service to USAC. Scheduled maintenances should adhere to USAC maintenance schedules.
- 3.4.6. Any critical changes to the workflow should be extensively tested and validated in a test environment before being released to the production environment, in collaboration with USAC.
- 3.4.7. Contractor shall provide troubleshooting and connectivity issue resolution between the contact center and database systems.
- 3.4.8. Contractor shall provide general troubleshooting of the call module in the areas of contact center user accounts and call reports both of which are key functionality of the call module.
- 3.4.9. Contractor will develop and implement a disaster recovery plan ("DRP"), subject to USAC's approval, and periodically update and test the operability of the DRP during every 12-month period that the DRP is fully operational.

## 4 Performance

### 4.1 Performance Standards

USAC expects Contractor to perform to a high standard and deliver work of consistently high quality. In order to ensure that Contractor meets USAC's expectations, USAC intends to measure Contractor's performance against a variety of Service Level Agreements (SLAs). The proposed SLAs are listed in **Attachment 5, SLA Template, tab 5.1**. Any SLAs listed as a value range will be baselined (i.e., set at an exact value to be locked in) during an initial "Phase 0" baselining period, which will last six (6) months from launch (see **Attachment 5, SLA Template, tab 5.2**).

The primary performance standards applicable to Contractor are identified below.

- 4.1.1. Contractor shall present itself to all customers as USAC, not as a third-party contractor.
- 4.1.2. Contractor's role shall not be apparent. Only USAC names and logos will be permitted on information distributed, except at the direction of USAC.
- 4.1.3. Contractor shall establish, and agree upon with USAC, performance standards for services that must be maintained in order to provide acceptable customer service and satisfy the scope of work under the contract. The standards will be calculated monthly, but USAC may request reports daily or multiple times daily, as well as weekly and monthly reports.
- 4.1.4. Copies of complaints and their associated resolutions will be sent to USAC and the Contact Center Manager within one (1) day of receipt, unless an urgent complaint arises that materially affects a broad set of users, in which case the complaint should be sent to USAC and the Contact Center Manager within sixty (60) minutes.
- 4.1.5. Contractor shall evaluate, no less than weekly, the sufficiency of the number of telephone lines installed and the staff schedules in order to ensure maximum coverage and efficiency.
- 4.1.6. USAC shall notify Contractor if any performance standards are not met, and USAC may, if necessary, direct Contractor to submit a revised monthly invoice reflecting liquidated damages.
- 4.1.7. Contractor shall provide a corrective action plan upon receiving a deficiency notice from USAC indicating that Contractor's performance has fallen below agreed upon targets.
- 4.1.8. All calls shall be answered by the IVR by at least the third ring maximum.

### 4.2 Quality Control

The primary quality control and assurance standards that apply to Contractor are identified below.

- 4.2.1. Contractor line supervisors or quality control staff shall be located on site with the majority of live agents to conduct quality control measures, including monitoring operational day-to-day service delivery, monitoring performance, escalating problems for resolution, and maintaining technical support relationships.
- 4.2.2. Contractor shall perform the following quality control measures:
  1. Provide a point of contact for weekly meetings on reporting management;
  2. Support audit requirements requested by USAC;
  3. Provide visibility to USAC regarding volumes of contacts, web inquiries, escalation etc.;
  4. Outline process of dispositioning contacts and audits to assess dispositioning quality of agents;
  5. Provide audit remediation research and resolution and other related support as required;
  6. Identify problems that may arise and propose solutions; and
  7. Monitor and manage efforts to remedy a failure of performance.



- 4.2.3. Quality audit results shall meet or exceed criteria set by USAC and provided to Contractor. Quality should focus on agent behaviors, accurate responses and proper use of tool and process flows.
- 4.2.4. Contractor shall facilitate and allow USAC access to Contractor screen data displaying real time contact activities (e.g., all volume, number of calls, waiting time, number in queue, available staff, etc.). The screen display will be available for remote use by USAC.
- 4.2.5. Contractor shall provide USAC with the opportunity to listen in on calls using a muted "double-jack" capability or equivalent (both onsite and remotely) and the opportunity to observe all other work conducted by the contractor.
- 4.2.6. Contractor shall record all calls, provide notice to customers that calls may be recorded, and provide copies of such recordings to USAC as requested for at least [6 months] after the call was recorded.
- 4.2.7. Contractor will provide continuous quality assurance and quality improvement through:
  - 1. Identification and application of best practices from its other operations; and
  - 2. Implementation of concrete programs, practices, and measures designed to ensure, at a minimum, that the services are performed in accordance with the agreement and to improve service levels.
- 4.2.8. Contractor shall develop and implement a Quality Assurance Surveillance Plan (QASP) to be mutually agreed on by USAC at contract signing, to be revised as requested by USAC. The QASP shall include metrics and performance standards that measure the quality of Contractor's performance and compliance with Contract obligations.

### **4.3 Vendor Governance**

- 4.3.1. USAC will appoint a primary point of contact to work directly with the Contractor.
  - 1. The USAC point of contact will perform the following functions:
    - a. Discuss and define new strategies;
    - b. Provide governance and conduct monitoring of project goals, KPIs, and service levels;
    - c. Make decisions on gain sharing and contractual adjustments / amendments (SLAs, KPIs), including expectation that SLAs and/or KPIs may be adjusted to match process improvements annually; and
    - d. Consider and resolve issues.
- 4.3.2. USAC will hold weekly or bi-weekly meetings with Contractor, which Contractor's key personnel must attend.
  - 1. At the weekly or bi-weekly meetings, the USAC point of contact will cover the following topic areas:
    - a. Review program updates;
    - b. Review trends in contact volumes and staffing levels;
    - c. Monitor operations and measure performance based on key reports, KPIs, SLAs, workload consumption plan (actual vs. plan), etc.;
    - d. Analyze critical issues/problems and escalate as appropriate;
    - e. Ensure compliance with USAC standards and requirements, including review of business rules for acceptable eligibility documents; and
    - f. Discuss and resolve issues brought by the Project Manager.
  - 2. Meetings during the ramp-up will focus on the following functions:
    - a. Monitoring setup of contact center, including staffing of contact center;
    - b. Ensuring smooth integration of platforms;
    - c. Ensuring quality set-up of contact center and associated problem solving;
    - d. Ensuring compliance with USAC standards and requirements; and

- e. Overseeing initial trainings of contact center agents.
- 4.3.3. Contractor should expect to conduct quarterly business reviews with USAC leadership to review performance, discuss process improvement and share outlook for upcoming quarter performance.

#### **4.4 Continuous Improvement Standards**

The primary continuous improvement (CI) responsibilities and requirements of Contractor are identified below.

- 4.4.1. Contractor shall stand up a CI team with clear governance for the entire CI process, as agreed to by USAC.
- 4.4.2. Contractor shall stand up a process to collect feedback from key external stakeholders, including customer satisfaction surveys, to be approved by USAC before launch.
- 4.4.3. Contractor shall facilitate alignment among internal stakeholders at USAC on CI objectives.
- 4.4.4. Contractor shall define and quantify expected and measurable quality and efficiency benefits of improvement initiatives.
- 4.4.5. Contractor shall set up regular monthly meetings to review the improvement initiatives and their measurable impact.
- 4.4.6. Contractor shall assess the initiatives and plan for the implementation of selected initiatives.
- 4.4.7. Contractor shall track and publish the measured impact of implemented initiatives to USAC.

#### **5 Transition Plan**

Contractor must include in its proposal a comprehensive plan to transition operations of functions to USAC or another vendor, which should include the following topics:

- 5.1.1. Identification and preparation of facility location(s), including:
  - 1. Procurement, purchase and installation of furniture, equipment, telephone, and data lines;
  - 2. System security and security aspects related to a safe environment for staff;
  - 3. SAS70 facility audit requirements; audit results must be provided to USAC;
  - 4. Transfer and organization of documentation;
  - 5. Transfer of electronic data;
  - 6. Trunking setup and configuration (e.g., Time-division Multiplexing, Session Initiation Protocol);
  - 7. Coordination of enabling or disabling login and / or accounts;
  - 8. Implementation of standard operating procedures, generally accepted accounting procedures, audit standards, and computer system security; and
  - 9. Staff training.
- 5.1.2. Risk analysis and proposed solution(s) and / or mitigation strategy(ies), including an assessment for the transition.
- 5.1.3. Staffing.
- 5.1.4. Hardware and software tools, including platforms utilized.
- 5.1.5. End-to-end performance testing (test period to begin during the transition period), which shall assess the complete business process including, at a minimum:
  - 1. Testing with existing system applications and services as appropriate;
  - 2. Validating of system set-up for transactions and user access;
  - 3. Confirming use of system in performing business processes;
  - 4. Verifying performance of business critical functions;
  - 5. Confirming integrity of business process, data, services security, and end product;
  - 6. Verifying all requirements of the RFP have been met;

7. Identifying performance speed; and
  8. Identifying error and/or failure rate(s).
- 5.1.6. If it is determined that the scheduled end-to-end performance test period does not allow for all business processes to be tested, then Contractor will, at no charge to USAC, provide resources necessary to correct problems of the system and services for an additional period, until the system is free from performance problems and meets all specifications as defined in the Contract. If performance problems or specification problems continue, liquidated damages may be assessed.
- 5.1.7. Contractor also must provide a ramp down plan for the end of the contract term. This plan shall document and demonstrate how the services and operations provided to USAC by Contractor will be transferred to USAC or to another vendor, if USAC chooses not to renew the relationship with Contractor. The plan shall include, but not be limited to, knowledge transfer, training, and technical support for the handover.

## **6 Training**

- 6.1.1. All training costs, except those specifically identified as otherwise, are the responsibility of Contractor. USAC will not accept any separate invoicing for training and/or associated expenses.
- 6.1.2. As relevant, USAC may reasonably require that external stakeholders participate in trainings with Contractor, including by serving as trainers, providing feedback, and providing input into required material. These internal and external stakeholders may include:
1. Service Providers;
  2. Consumer groups;
  3. State and federal agencies; and
  4. Other external stakeholders as deemed necessary by USAC.
- 6.1.3. USAC will support initial training, including onsite meetings and training classes and resources and support as needed. This training will start at the beginning of the onboarding period unless otherwise determined by mutual agreement of USAC and Contractor. Train-the-trainer sessions, as needed, will run concurrently during this period of time.
- 6.1.4. As required, additional training will be provided by USAC. Examples of when additional training might be required include:
1. If the rules of the program change for any reason; or
  2. If a one-time event occurs that requires special training to handle properly.
- 6.1.5. Contractor's supervisors / trainers shall work with USAC staff to review Contractor-created training manual.
- 6.1.6. Contractor shall train and manage staff assigned to the contact center as follows:
1. Contractor shall develop, conduct and maintain a comprehensive and continuous training program providing trainers and staff with the appropriate knowledge and current information to perform services required by USAC.
  2. Contractor shall ensure that all staff are trained in applicable policies, procedures and operations.
  3. Contractor shall develop and update training manuals and training records for USAC review and approval.
  4. Contractor shall implement a procedure for ongoing refresher training, updated for retraining of information as needed.
  5. Contractor shall have a dedicated trainer onsite to conduct training that will be monitored by USAC.
  6. Contractor shall conduct a Security, Safety and Conduct training that will include, but not be limited to:

- a. Compliance training, to include accessibility / 508 compliance, privacy and information security;
  - b. Sensitivity awareness;
  - c. Projecting a positive and helpful attitude;
  - d. Communicating with confidence and competence;
  - e. Adhering to confidentiality policies and procedures;
  - f. Customer service soft skills; and
  - g. Data and security training.
- 7. Contractor shall conduct program rules training that will include, but not be limited to program rules, as they pertain to the application and funding process.
  - 8. Contractor shall provide manual review training that will include, but not be limited to:
    - a. Standards of review for specific documents; and
    - b. Signs of waste, fraud, and abuse (e.g., to enable reviewers to recognize and report potential fraud).
- 6.1.7. USAC shall update the supervisors/trainers on an as-needed basis with respect to policy updates. USAC may also support provision of current reference materials and updates as needed.
  - 6.1.8. Any training of Contractor supervisors/trainers required for new projects or new subject matter throughout the term of the contract shall be at the cost and responsibility of Contractor.
  - 6.1.9. Whenever new projects are introduced, USAC and Contractor supervisors/trainers shall evaluate the quality standards and time required to train staff.
  - 6.1.10. Training can be formal in a classroom setting or on-the-job training as mutually agreed to by USAC and Contractor.
  - 6.1.11. Training may consist of the following as determined by USAC:
    - 1. Introduction to the material;
    - 2. Product familiarity (including program rules);
    - 3. Script familiarity;
    - 4. Role-play activities;
    - 5. Productions and quality measurement criteria;
    - 6. Oral and/or written quizzes; and/or
    - 7. Review.

## 7 Deliverables and Reporting Obligations

- 7.1.1. The following vendor deliverables and duties will be identified in the executed contract:
  - 1. Contractor shall have in place a comprehensive call flow and intelligent routing process.
  - 2. Contractor shall provide leadership staff to participate in meetings via conference call with USAC staff, to be held as required, in order to discuss business trends, issues, or any other pertinent information.
  - 3. Contractor shall be capable of generating customized reports.
    - a. Contractor shall generate reports as required by USAC, whether on a regular or one-time basis.
    - b. Contractor's reporting software must permit real-time access to all the system's data.
  - 4. Contractor shall also provide USAC with access to transaction and performance data at USAC's discretion in an open, standard format, such that USAC can perform its own data analytics.
  - 5. Reports shall include, at a minimum, the SLAs and quality metrics in **Attachment 5** and the following:

- a. ACD reports – average number of agents, total calls accepted, total calls answered, ACD calls referred, average speed of answer, average abandoned, ACD downtime, average ACD talk time (seconds), total ACD talk time (seconds), total down time, total wait time, total staff time, and staffing levels per hour.
- b. Call volume reports – number of calls during each hour, number of abandoned calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received, reason codes for calls, and a list of reason codes.
- c. Web Inquiries volume reports – total web inquiries received, number of web inquiries during each hour, % of total web inquiries processed in given time (e.g. 12 hours, 24 hours), reason codes for web inquiries, and a list of reason codes.
- d. Email Inquiries volume reports – total email inquiries received, number of email inquiries during each hour, % of total email inquiries processed in given time (e.g. 12 hours, 24 hours), reason codes for email inquiries, and a list of reason codes
- e. Performance reports – system up / downtime, monthly turnover rate, average time in queue, average call duration, number of calls handled per hour, number of staff on duty daily, number of calls transferred to USAC or other agencies, and a problem/complaint resolution log.
- f. Abandon rate reports.
- g. Trouble (maintenance) reports.
- h. Call blockage reports (e.g., due to insufficient trunking).
- i. Weekly service complaint reports.
- j. Customer satisfaction reports.
- k. Mail/Fax and form processing reports – e.g., number of documents received, number of documents that were digitized with OCR per piece of mail.
- l. Other information USAC may request to monitor and manage this contract.

## 8 Instructions and Evaluation Criteria

### 8.1 Period of Acceptance for Offers

Proposals shall remain valid 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 shall:

- Concisely address USAC’s requirements, as set forth in the RFP, and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to, USAC Procurement Department, no later than 12:00 PM ET on September 21, 2017 (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to [rfp@usac.org](mailto:rfp@usac.org). The subject line for all email communication related to this solicitation should **only** state the Solicitation Number of this RFP.

To be timely, each 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 circumstances beyond the control of the

vendor prevented timely submission, consideration of the offer is in the best interest of USAC, or the offer is the only proposal received by USAC. Proposals, once submitted, cannot be withdrawn for the term of the validity period except with the written consent of USAC.

## **8.2 Submission of Questions**

USAC will only accept written questions regarding the RFP. All questions must be emailed to [rfp@usac.org](mailto:rfp@usac.org) no later than August 28, 2017, 12:00 PM Eastern Time (ET). USAC plans to post all questions and responses under this procurement on our website on September 5, 2017, 12:00 PM ET.

## **8.3 Amend, Revise, or Cancel RFP**

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

## **8.4 Documentation**

Each document deliverable shall be submitted in an acceptable electronic unprotected format, using Microsoft® Excel, Microsoft® Word, Microsoft® Project Professional, PDF, or any other format that is mutually agreed upon by USAC and Contractor.

## **8.5 RFP Key Dates**

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

<b>DATE</b>	<b>EVENT</b>
August 18, 2017	RFP posted for solicitation
August 28, 2017	Deadline for submission of questions
September 5, 2017	USAC response to submitted questions
September 21, 2017	Deadline for Contractor to submit RFP response
October 4-6, 2017	Potential dates for discussions / Q&A
October 13, 2017	Potential deadline for selected Contractors to submit best and final RFP response
December, 2017	Work commencement date

USAC reserves the right to conduct onsite visits to potential vendor facilities prior to awarding the contract.

## **8.6 Contract Award**

USAC will evaluate proposals and may award a contract resulting from this solicitation to the vendor whose offer will be most advantageous to USAC. 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/or waive informalities and minor irregularities in offers received.

## **8.7 Identification of Confidential Information**



The proposal shall clearly and conspicuously identify information contained in the proposal that the vendor contends is confidential information.

All deliverables submitted by the vendor to USAC are considered confidential information (as defined in Section 9.2 herein) of USAC and are the sole property of USAC. USAC may use, copy, distribute or disclose the deliverables at its sole discretion.

## **8.8 Proposal Cover Page**

Each proposal volume must contain a cover page. On the cover page, please include:

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

## **8.9 Proposal Content**

The proposal shall be comprised of the following four (4) volumes, numbered Volumes I, II, III, and IV. All text shall be twelve (12) point font, and page limits shall be followed as indicated.

### **8.9.1 Corporate Information (Volume I) – *Limit to two (2) single-spaced pages, excluding financial statements.***

Each vendor should provide a summary of any corporate information relevant to this RFP, which should include, at minimum:

- Length of time in contact center business;
- Place(s) of incorporation of business;
- Place(s) where the vendor conducts business, including primary place of business;
- Percentage and number of relevant employees / contractors in the U.S. and any other countries;
- Number of intellectual property infringement suits brought against the vendor in the last five (5) years, including brief description of the nature and status of such disputes (e.g., settled, under active litigation); and
- Recent financial statements, including:
  - Audited balance sheet, cash flow statement, and income statement for previous three (3) fiscal years, and
  - Quarterly financial statements prepared since previous year end financial statements.

### **8.9.2 Technical (Volume II) – *Word / page limits as indicated per section***

#### 8.9.2.1 Differentiators

Each vendor shall provide a brief summary of its qualifications to provide the described call center services for USAC's, including any unique differentiators. *This summary should be no more than 250 words.*

#### 8.9.2.2 Summary of Project Approach

Each vendor shall submit a summary of its approach for the provision of scalable, reliable, and high-quality call center services. The vendor shall identify its methodology for accomplishing the deliverables in this RFP, as well as any deliverables or work efforts not included in the RFP solicitation that should be included to assure success in developing or implementing a core curriculum. The methodology should also include the requirements laid out in the Transition Plan (**Section 5**) and meet designated milestones (**Attachment 2**).

The described approach should include a quality assurance plan indicating all key metrics and KPIs Contractor will be measuring, including explanations of how the metrics are measured as applicable (e.g., how the vendor tracks "first call resolution"). Each vendor shall also describe plans to regularly survey customer satisfaction (including sampling rate and in line with requirements set forth in the Paperwork Reduction Act) and allow auditing of contact / review quality by USAC. *This summary should be no longer than fifteen (15) single-spaced pages of text, including any diagrams.*

#### 8.9.2.3 Key Personnel

As part of its RFP response, each vendor shall provide resumes for each of its key personnel, including all roles listed in **Attachment 6, Key Personnel**. Each key personnel will be listed as fully dedicated to the project or with the percentage of expected dedication. The resume will set forth the years of relevant experience and other material information regarding the key personnel. *Limit each resume to 2 single-spaced pages.*

Each vendor shall provide an organizational chart identifying its proposed team structure, including roles and responsibilities of those employees who would be assigned lead responsibilities.

Each vendor shall identify in its response the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to USAC, and non-U.S. citizens shall not be authorized to work under the contract without USAC's prior written consent.

If the vendor, at time of proposal and/or prior to the award of the contract, has information that any such key personnel anticipates terminating his or her employment or affiliation with the vendor, that vendor shall identify such personnel and include his or her expected termination date in its proposal.

#### 8.9.2.4 Contractor Capability Template

Each vendor shall respond to a series of questions regarding capabilities and components offered in **Attachment 3, Vendor Capability Checklist**. For prompts that request a yes/no response, the vendor must respond to each prompt with "Yes" or "No" as indicated on the Attachment. For prompts that request a free-form response, Contractor must indicate its response as appropriate (e.g., with a number, or by indicating the use of certain technologies); *in no case should these responses exceed 15 words per*

*prompt*. A vendor may provide, but is not required to provide, additional explanatory notes regarding each prompt; *such notes may not exceed 40 words per prompt*.

#### 8.9.2.5 SLA Proposal

A full list of SLAs is included in **Attachment 5, tab 5.1**. Each vendor shall fill out this tab according to the following instructions:

1. **Best Fit SLA:** Please insert the closest SLA to the corresponding USAC Proposed SLA that you will commit to provide as part of this bid. USAC expects each Best Fit SLA provided to meet or exceed the corresponding USAC Proposed SLA. If the vendor lists an SLA not at least as good as the corresponding USAC Proposed SLA, please explain why in the Notes column.
2. **Optimized SLA:** [Optional] Please insert SLAs according to what you believe you could provide if you optimized across all SLAs to provide the best possible value for USAC, according to your experience, current processes, and the associated pricing structure.

A vendor may provide, but is not required to provide, additional explanatory notes regarding each SLA; *such notes may not exceed 40 words per line item*. These notes should include specifics on the price effect of altering the SLA up or down, if relevant. USAC will request a separate price bid for the Best Fit SLAs and Additional Requested SLAs, as instructed in **Attachment 5**.

USAC encourages interested vendors to include additional performance metrics (KPIs) / SLAs in **Attachment 5, tab 5.1** if the vendor believes that the metric is important to its price assumptions and should be tracked.

#### 8.9.2.6 Term Sheet Response

Each vendor shall include a markup of the term sheet attached as **Attachment 4, Term Sheet**, showing any proposed modifications in detail in track changes format and, as necessary, including any corresponding explanations in review comments to the term sheet. The degree of exceptions/modifications requested from the term sheet will be evaluated as part of the structural component of price (see **Section 8.10.1.1**).

#### 8.9.2.7 Specific Prompts

In addition to the responses listed above, Contractors shall provide short responses to the following questions, in accordance with the word count limits provided:

8.9.2.7.1 What will be included in the transitions phase for the call center efforts? How would your team collaborate with USAC to design processes and integrate with the program? We would expect your plan to at least include: *(300 word limit)*

- a. Collaborating with USAC to design and develop process flows, knowledge base, and training;
- b. Integrating platforms;
- c. Training staff on USAC process flows; and
- d. Testing and evaluating system/processes to identify and resolve issues before launch.

8.9.2.7.2 What is your staffing model to surge resourcing as needed (e.g., percentage of subcontracted vs. internal vs. new hires, number of dedicated and non-dedicated staff,

what location(s) staff are pulled from, training of non-dedicated staff) and/or plan for volume variability? Please provide instances where you were able to significantly surge development staff with numbers of staff added vs. base effort. (250 word limit)

8.9.2.7.3 USAC expects to use data to improve its predictive capabilities and process / policy modifications in the future. What data research or analytics capabilities would you expect to provide to USAC regarding information gathering for furthering its goals of understanding and serving the stakeholders? Please indicate what types of data you expect to gather and the process for gathering and reporting the data to USAC. (250 word limit)

8.9.2.7.4 What specific fraud prevention capabilities could you build into your services to aid USAC and the FCC in our goal of preventing waste, fraud, and abuse? Please indicate if you have included the services in the proposed bid or expect the capabilities to be next-gen functionality that can be added in the future as desired by USAC. (500 word limit)

8.9.2.7.5 USAC expects some consumers to send in extraneous information (e.g., full SSN), to be defined by USAC, in which case the Contractor will need to redact such information before storage. Do you have any processes, capabilities, or technologies to redact sensitive information from documents? Please provide a plan for redacting extraneous sensitive personal information.(200 word limit)

8.9.2.7.6 Are there other considerations that would allow you to offer a better price to USAC while maintaining similar quality? Please enumerate any recommendations for alternative contract and pricing structures that you believe could offer better value to USAC, including any specific alternative models to tiering prices by monthly volume actuals. (400 word limit)

8.9.2.7.7 In the event USAC determines that recording 100% of calls is no longer a requirement, how would that affect pricing? (150 word limit)

8.9.2.7.8 What experience do you have utilizing gain-sharing clauses to share significant gains in cost efficiency equitably between vendors and clients? How would you propose gain sharing be managed in this contract? (150 word limit)

#### 8.9.2.8 Facilities Information

As part of its RFP response, please describe each facility from which you intend to provide services, including the location, approximate number of people who will provide services from that location, and other relevant information. Please include a description of security measures (physical and/or logical) in place at each facility in which you plan to work to ensure PII is handled with care by your agents. (400 word limit)

### 8.9.3 Past Performance Information (Volume III) – Limit to eight (8) single-spaced pages including diagrams.

Each vendor shall describe two (2) to four (4) examples of similar contact center or application support services that vendor has provided for similar-sized contact center operations that in the past three (3) years. It is expected that the key personnel provided according to **Attachment 6** will have been heavily involved in at least one (1) of the provided examples of past performance.

For one of the examples of similar services, each vendor shall provide a mock-up of the process / service provided (e.g., screenshots, supporting documents), transition / build timeline, and cost breakdown over multiple years to highlight improvements in costs and efficiency (i.e., an anonymized use case taken from the same set of 2-4 examples requested above).

Each vendor shall provide three (3) references for whom the vendor provided similar services in the past five (5) years, including contact information for the vendor's point of contact at each reference. If required by a reference, the vendor shall provide written permission for a reference to discuss its performance with USAC.

USAC will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past performance questionnaire to the contacts identified in the vendor's proposals. Although USAC will follow-up with the contacts, the vendor, not USAC, is responsible for ensuring that the questionnaire is completed and returned by the specified date in USAC's transmission. If USAC is unable to reach or obtain a reference for the project, USAC is not obligated to consider the contact in an evaluation of past performance.

#### **8.9.4 Price Proposal (Volume IV)**

Each vendor shall provide the best financial proposal to complete the work for the duration of the contract term based on the proposed work plan. Identify any assumptions made to create the Price Proposal. Travel or other costs must be factored into the bid, as no additional fees will be paid to perform this work. Each vendor will propose the following prices in the bid sheet (**Attachment 1**):

- Stand-up FFP – Fixed fee to cover all costs for initial transition work with the Schools & Library, Rural Health Care, and High Cost Programs and transitions of operations for these programs.
- Ongoing FFP – Fixed fee to cover monthly costs of providing set contract requirements, including project management, reporting, auditing, and continuous improvement.
- Variable fee – Fees to cover per unit service costs, tiered by volume as outlined in **Attachment 1**; vendor shall include all costs for provisioning the service described in the proposal. Any cost not indicated here will be considered included at no cost to USAC. The vendor may provide prices for additional services and/or channels as desired, but this is optional as indicated by columns headed in red text. Each vendor must fill in prices for tiers proposed by USAC, but may also propose alternative pricing tiers for each service as indicated by columns headed in red text.
- Improvement terms – Percentage of per unit or per service variable fee that the vendor will commit to reducing annually.
- CSLA penalties – Percentage of total variable fee that will not be paid if the vendor fails to meet the minimum performance on any of the 3-5 key critical service levels for a particular month.

USAC also requests that each vendor provide a total price per year expected through 2020 given the volume estimates provided in Section 1.4.

## 8.10 Evaluation

### 8.10.1 Evaluation Criteria

USAC will award a contract resulting from this solicitation to the responsible vendor whose offer conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to compare offers and select the contractor: Price, Past Performance, Technical, and Transition Management. Each vendor's response to the term sheet and associated shift in risk to USAC will be included in overall evaluation.

8.10.1.1 **Price:** The most important priority guiding the evaluation of the RFP responses will be price. Pricing will be evaluated across three areas:

- **Fixed component** – base costs charged to USAC regardless of volume, including but not limited to program management, reporting capabilities, and investment in continuous improvement.
- **Variable component** – costs charged to USAC, or reductions in those costs, as a function of volume (e.g., per transaction / contact / document).
  - Costs will differ per service and channel (e.g., phone vs. email).
  - As volume rises, unit costs should decrease in each volume tier.
- **Structural component** – modifications to costs charged to USAC based on vendor performance (e.g., penalties due to missed KPI targets), or over time (e.g., cost efficiencies from continuous improvement).
  - Contractor will be expected to confidently bid toward meeting established SLAs, with reduced fees when these targets are not met.
  - Unit costs should decrease as Contractor captures efficiencies due to continuous improvement, and significant gains in cost efficiency over and above committed improvement are expected to be shared equitably between Contractor and USAC.

8.10.1.2 **Past Performance:** Past performance information will be evaluated to assess the risks associated with each vendor's potential performance of this effort, considering the relevance, recency (within the past 3 years), and quality of the vendor's past performance on past or current contracts for the same or similar services. USAC will also consider whether the vendor has successfully executed contracts of a similar size, has a record of continuous improvement over time including through technological innovation, and/or has experience working with similar programs. Past performance information will be evaluated across six broad areas:

- **Past SLA performance** – success in meeting SLAs promised to previous clients.
- **Customer support** – provision of customer support services for previous clients across all channels.
- **Document processing** – processing inbound documents on behalf of a client.



- **Demographic experience** – prior work with similar programs (e.g., government entitlements) or with reaching and / or working with customers whose demographics are similar to the Schools & Libraries base, large and small service providers and healthcare facilities.

This will be evaluated based on the vendor’s discussion of its past performance for similar efforts (including a detailed mock-up of costs, project timeline, and illustrative materials from a similar project) information obtained from the vendor’s references (including detailed references for the vendor’s proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in the contractor’s proposal that are not identified as references).

8.10.1.3 **Technical:** USAC expects that all bidders will meet a variety of technical criteria. For example, all bidders will need to discuss their ability to perform against a variety of metrics / SLAs (e.g., service level), and they will also need to discuss their core technical capabilities (e.g., ability to process incoming mail). Bidders will also need to demonstrate their scalability as volume peaks at different time throughout the year based on program needs. Finally, bidders must demonstrate that they have incorporated sufficient redundancies into their operations. Technical information will be evaluated across four (4) broad areas:

- **SLAs** – Vendor’s agreed SLAs, and how they compare to the SLAs desired by USAC (**Attachment 5, tab 5.1**).
- **Capabilities** – Vendor’s ability to meet the capabilities outlined in the capability template (**Attachment 3**).
- **Scalability** – Vendor’s ability to quickly ramp up (or down) capacity.
- **Redundancy** – Vendor’s disaster recovery plans, ability to provide highly reliable / continuous service, and wide geographic reach (e.g., ability to serve multiple time zones easily).

8.10.1.4 **Transition Management:** The vendor must demonstrate the ability to successfully ramp up operations and to successfully support USAC in transitioning operations to another vendor should USAC choose to modify its relationship with Contractor. Transition management will be evaluated across three broad areas:

- **Ramp-up** – Vendor’s ability to quickly and comprehensively stand up operations, including initial technical integration, trainings, etc.
- **Ability to integrate new features** – Vendor’s ability to integrate new features with existing processes as the new features are released.
- **Transition support** – Vendor’s ability to support USAC in transitioning operations to another vendor should USAC decline to renew its relationship with Contractor at the end of the contract Term.

## 8.10.2 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 a case, USAC may conduct a down-select process to eliminate any vendor, prior to discussions, from further consideration based on a comparative analysis of vendor proposals, with primary focus on the

price proposal, but USAC may, at 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 vendors 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.

### **8.10.3 Responsibility Determination**

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

- The vendor has sufficient resources to perform the Contract;
- The vendor has a satisfactory record of performance, integrity and business ethics;
- The vendor 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; and
- The vendor has the facilities, technical and personnel resources required to perform the contract.

## **9 Legal Notices**

### **9.1 No Offer; RFP Procedures**

The issuance of this RFP does not give rise to any future intention, commitment, offer or obligation of USAC to enter into any kind of business relationship with any prospective Contractor. No contract for the development and supply of the call center solution shall be formed unless and until a written definitive agreement for such development and purchase is executed by the selected Contractor and USAC. Following the execution of such a definitive agreement, the only obligations of the parties thereto will be those set forth therein. For purposes of this paragraph, definitive agreements do not include any preliminary written document, or any oral agreement or course of conduct.

USAC and its representatives are free to conduct the RFP process as they determine in their sole discretion (including by negotiating with any other prospective Contractor without prior notice to you or any other person). USAC reserves the right, in its sole discretion, to change any of the RFP procedures at any time, to reject any and all proposals with respect to this RFP, and to terminate discussions and negotiations related to this RFP at any time and for any or no reason.

USAC, its affiliates and its or their directors, officers, agents, employees or representatives do not have any legal obligation or liability of any kind to you with respect to or arising from this RFP, whether by virtue of this RFP or any other written or oral expression with respect to the RFP or otherwise.

USAC and/or its professional advisors retain all right, title and interest, including the copyright, in and to the materials provided by or on behalf of USAC or its professional advisors for the purposes of this RFP and all rights therein are reserved. All proposals submitted to USAC shall become the property of USAC and shall not be returned.

### **9.2 Confidential Information**

Confidential Information. Confidential Information includes, but is not limited to, information, Data, material, or communications in any form or format, whether tangible or intangible, spoken or written (collectively referred to hereafter as "Information"), that contains, reflects, or is derived from or based

upon, or is related to: (1) Personally Identifiable Information (PII), as defined by NIST Special Publication 800-122; (2) 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; (3) Information concerning USAC's relationships with other vendors, the FCC, USF Stakeholders and financial institutions; (4) Information marked to indicate disclosure limitations such as "Confidential Information," "proprietary," "privileged," "not for public disclosure," "work product," etc.; (5) Information compiled, prepared or developed by Contractor in the performance of this Contract; (6) any Information identified as confidential by the disclosing party.

### **9.3 Protocol**

Prospective Contractors should fully comply with this RFP or as otherwise communicated by USAC. Each prospective Contractor should ensure that all of its employees, agents, counsel, advisors or other representatives involved in the RFP process are fully aware and understand the procedures set forth in this RFP and the obligations to be undertaken by the selected Contractor.

No prospective Contractor personnel shall contact any USAC personnel or FCC personnel in relation to this RFP, including USAC senior management and its Board of Directors, unless the USAC RFP primary contact has provided his or her prior written consent. During the period of this RFP, no contact related to this RFP should occur between any member of the prospective Contractor's staff and any member of staff of USAC other than through the designated USAC RFP primary contact.

### **9.4 Publicity**

Prospective Contractors will not make (or cause to be made) any public announcement relating to this RFP or USAC undertaking of this evaluation process, and shall not otherwise publicize this RFP in any manner, unless prior written consent is obtained from the USAC RFP primary contact. Additional obligations are set forth in the NDA.

### **9.5 Costs and Expenses**

Each prospective Contractor is responsible for bearing all costs and expenses of preparing, submitting and (if requested by USAC) resubmitting its proposal, and any other prior or subsequent activity associated with this RFP process, including the following, as applicable: evaluation of the proposal, prospective Contractor presentations, meeting attendance, due diligence and/or contract negotiations and fees and expenses of any outside counsel or other advisors, regardless of whether or not USAC enters into an agreement with the prospective Contractor.

### **9.6 Due Diligence; No Representations**

The information provided by USAC as part of the RFP process is intended only as a preliminary background explanation. This RFP does not purport to be all-inclusive or to contain all information that a prospective Contractor may desire or deem to be material in connection with this RFP. In all cases, prospective Contractors should conduct their own investigation and analysis. In particular, prospective Contractors should consider the advice of their own financial, legal, accounting, tax and other business advisors, and such other factors which they consider appropriate, in investigating and analyzing this RFP.

The information contained in this RFP is selective and subject to being updated, expanded, revised or amended by USAC.

USAC, its affiliates and its or their directors, officers, agents, employees or representatives have not made or do not make any express or implied representation or warranty, or accept any responsibility for the information contained in, or provided in connection with, this RFP or its fairness, accuracy or completeness. None of them shall have any liability or otherwise to a prospective Contractor relating to or resulting from use of USAC confidential information or for any errors therein or omissions therefrom (except as may otherwise be provided in a definitive written agreement signed by the parties). Prospective Contractors are responsible for making their own evaluation of information and data contained in, or provided in connection with, this RFP and in preparing and submitting their proposals.

This RFP is intended to provide prospective Contractors with enough information to build their proposals, but it is the prospective Contractor's responsibility to request any additional information that it reasonably believes it may need in connection with this RFP. The prospective Contractor selected by USAC must complete its due diligence prior to entering into a Contract with USAC. Any Contract between the parties will not contain provisions providing for post-signing due diligence or any related pricing adjustments.

## **10 Attachments**

### **10.1 Attachment 1: Bid Sheet**

### **10.2 Attachment 2: Stand-up Milestone Plan**

### **10.3 Attachment 3: Vendor Capability Checklist**

### **10.4 Attachment 4: RFP Term Sheet**

### **10.5 Attachment 5: SLA Template**

### **10.6 Attachment 6: Key Personnel**