

**USAC SOLICITATION FOR  
Schools and Libraries Program  
Business Process Outsourcing (BPO) Services**

**Revised**

**CONTRACT INFORMATION:**

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## **1 INTRODUCTION**

The purpose of this RFP is to partner with a contractor for business processing services for the federal Universal Service Schools and Libraries Program (referred to herein as “Schools and Libraries Program,” “E-rate Program,” and “E-rate”). This RFP is for processing work conducted in the Schools and Libraries Program which processes approximately 40,000 funding applications annually, manages toward an annual cap of approximately \$3.9 billion, and supports the build-out and provision of high-speed Internet access and telecommunications at affordable rates to eligible schools and libraries.

## **1.1 Background**

USAC is the administrator for the Federal Communications Commission (FCC or Commission) with respect to the FCC's universal service programs. The goal of the programs is to ensure that all Americans have access to robust, affordable broadband and voice services. USAC administers the Universal Service Fund (USF) under the oversight of the 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; 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 and underserved 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 and consortia of eligible schools and libraries.

The subject of this RFP is the E-rate Program.

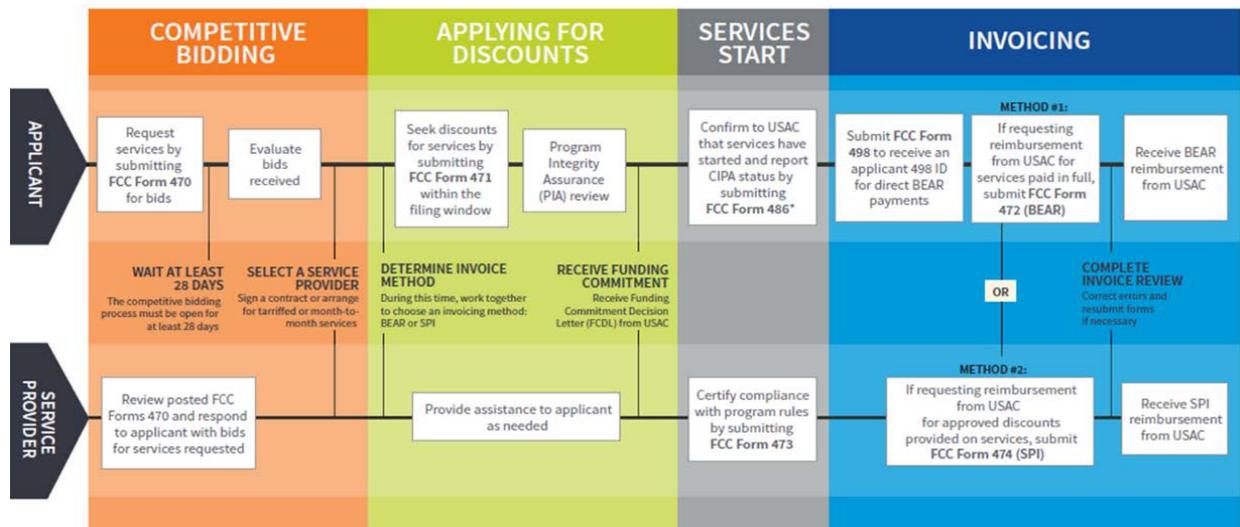
## **1.2 Description of the E-rate program**

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, internal connections, basic maintenance of internal connections, and managed internal broadband services and equipment. This program helps support over 200,000 schools and libraries. Eligible entities 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. The E-rate Program processes approximately 40,000 applications filed by eligible entities seeking support for E-rate-eligible services. USAC, as the fund administrator, does not set policy, but administers the E-rate Program under the oversight of the FCC and in accordance with its rules, regulations and directives.

The Schools and Libraries Division (SLD or Division) within USAC has the primary responsibility for administering the E-rate Program. The Division's staff is organized into three primary areas – operations, systems development and reporting, and outreach. SLD relies on a Business Process Outsourcing (BPO) contractor to handle processing work including application review, appeals, post-commitment application modifications, and invoicing to support the annual funding process for the E-rate Program. The majority of these processes are supported by USAC's information technology (IT) information system, the E-rate Productivity Center (EPC), which is a new cloud-based portal used by both internal and external users. Certain functions, such as invoicing and the processing of requests associated with older funding years, are handled

through USAC’s IT legacy systems, which consist of custom software, a few commercial off the shelf (COTS) products, and an Oracle database.

The process for receiving E-rate support can be broken down into four steps. First, applicants conduct a fair and open competitive bidding process for eligible equipment and services. That process is commenced by submitting a request for bids for posting on USAC’s website (FCC Form 470). At the conclusion of that process, and once they have selected their winning bidders, the applicants submit an application for funding (FCC Form 471) during the funding year application filing window. Once the applications are received, they are reviewed for compliance with program rules and procedures, which results in USAC issuing a funding decision for each funding request seeking support to purchase E-rate-eligible products and services. The applicant or service provider can invoice USAC for the discounted portion of the bill when the following conditions are met: 1) the applicant and the service provider receive a positive funding decision from USAC; 2) equipment and/or services have been delivered; 3) the applicant certifies that it is compliant with the Children’s Internet Protection Act (CIPA), where applicable; and 4) the applicant certifies that services have started. The process for administering a positive funding commitment is further explained in the flow chart below.



In 2014, the FCC issued two orders that refocused the E-rate Program on providing support for the high-speed broadband required for students to take advantage of digital learning technologies and for libraries to provide patrons with high-speed Internet access on desktops and mobile devices.<sup>1</sup> These orders adopted three goals for the program, specifically:

- Ensuring affordable access to high-speed broadband in schools and libraries;
- Maximizing the cost-effectiveness of E-rate spending; and

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

- Making the E-rate application and other processes fast, simple and efficient.

USAC's work contributes to the realization of each of these goals, but most notably for making the E-rate application and other processes "fast, simple and efficient." The FCC mandated that SLD transition to a fully digital process enabled by a new IT platform to support these efforts. Although the final components of the new IT system, known as EPC, were completed in December 2017, both internal and external users began to use this system for program forms and reviews in the summer of 2015.

USAC's key goal is to continue to improve operational performance specifically around the funding lifecycle: application submission, application review (funding decision), appeals, post-commitment modifications and invoicing to support the annual funding process. USAC continues to take steps that provide greater visibility into its processing performance and continually identifies ways to improve processes that will enhance the user experience and make the distribution of funds as efficient and easy as possible.

### **1.3 Description of the E-rate Productivity Center**

EPC is one of USAC's most critical IT systems. This large application, based on Appian technology, is the account and application management portal for the E-rate program. As such, it serves applicants, service providers, and their consultants, as well as all USAC internal users. The EPC system is the primary point of entry for most E-rate Program transactions, reviews of applications, and notifications of USAC decisions. In EPC, program participants can complete and certify forms used to apply for E-rate support, obtain the status of their applications, submit requests, receive reminders and notifications, respond to review questions from USAC, receive official program correspondence from USAC, and ask program-related questions. Additionally, internal USAC users rely on a series of workflows and complex business rules within EPC to flag potential program rule violations on application forms. Those requests are then routed to USAC reviewers for additional manual work, which includes contacting program participants to resolve any issues that will allow USAC to make a funding decision. Finally, the EPC system has multiple integrations with other IT systems within USAC to allow data from EPC to be shared across the USAC enterprise, and, as appropriate, through public-facing tools.

## **2 BUSINESS REQUIREMENTS/SCOPE OF WORK**

### **2.1 Introduction and objectives**

USAC is seeking a vendor ("Contractor") to provide business process outsourcing (BPO) services for the E-rate program. The Contractor must produce accurate funding determinations, while also maintaining timely and user-friendly processes for the participants of the federal E-rate program. The Contractor must demonstrate the ability to build and sustain a workforce that will become knowledgeable about E-rate policies and procedures, as well as the tactical steps required to assist all program participants in a short time period.

Due to the importance of this procurement and USAC's desire to ensure that potential bidders have all the relevant information available to respond to this solicitation, USAC will host a "Reading Room" at our headquarters where additional documents related to this RFP will be made available. Information disclosed in the Reading Room may include: procedures to better understand the expected work (i.e., forms processing, Program Integrity Assurance (PIA) reviews, post-commitment work as described below); current volumes of work; and how the reviews are processed. To obtain access to this information, potential bidders are required to sign a Conflict of Interest & Non-Disclosure Agreement (NDA). If there is a known, or suspected conflict of interest, access will not be granted.

USAC will also host a one (1)-day Bidder's Conference where USAC will conduct a demonstration of how E-rate's systems operate and a walk through of USAC's processes and procedures for processing applications, appeals, and forms. See Section 8.5 for further instructions and the process to request access to the Reading Room and Bidder's Conference.

## **2.2 Services to be performed**

### **2.2.1 Application Processing**

The review of the FCC Form 471 applications received is known as the PIA review, and is the largest workstream and most complex part of the E-rate program to be handled by the Contractor. Approximately 40,000 funding applications with over 100,000 individual funding requests are submitted annually. All applications first go through an automated review process within EPC to identify potential issues in the application which require further review. These business rules in EPC identify different types of issues based on the information contained within the application, various databases, and a complex set of business rules. All issues flagged by the system require review before a funding decision can be issued. The review is managed through EPC and requires manual effort, which includes communicating with applicants, generally through EPC, but sometimes also by phone, to ask further questions or request additional documentation. All electronic communications are managed and stored in USAC's IT systems and calls are summarized in EPC. Different PIA reviews can have different levels of complexity and take a varying amount of time to complete. The team conducting the application review process must review the application against an extensive set of guidelines and federal regulations that are embodied in the internal application review procedures. The rules and regulations governing universal service are located in Title 47 of the Code of Federal Regulations, Part 54 and in orders and directives issued by the FCC.

Reviews can include a four (4)-level review process. The first level of review is conducted by an initial reviewer. This individual resolves all of the issues, documents findings, and makes a funding decision. Next, a second reviewer with additional training and experience checks the work of the initial reviewer and signs off on the decisions. The second reviewer can return the application to the initial reviewer for additional work if they determine that the procedures were not followed. For the third level of review,

the BPO's quality assurance team selects a sample of applications to review to ensure that the initial and final reviews were done correctly. Finally, USAC independently selects applications for USAC quality assurance review. If any issues are found during either of the two (2) quality assurance processes, or at the final review, the applications are returned to the initial reviewer for more work.

The PIA review process entails verifying information and reviewing documentation to ensure FCC Form 471 applications are compliant with FCC rules for the E-rate Program. The Contractor will be responsible for processing the following:

1. *PIA Review*: All applications undergo this review which checks for compliance with program rules including eligibility of entities, discount rate, eligibility of services, competitive bidding, posting of the FCC Form 470, Red Light check,<sup>2</sup> and a variety of other issues.
2. *Heightened Scrutiny Reviews*: FCC Form 471 applications meeting certain risk criteria are selected for "Heightened Scrutiny" reviews. These reviews, conducted by special teams with additional training and in-depth technical and programmatic expertise, ensure that FCC program rules are followed and help protect against waste, fraud, and abuse in the program.
3. *Funding Commitment*: Once the PIA review is complete, USAC issues a Funding Commitment Decision Letter (FCDL). FCDLs are issued in "waves," or groups of commitments. Waves are run through USAC's IT systems, and require a distinct series of checks and balances to ensure that applications are committed in compliance with program rules.

### 2.2.2 Post-Commitment Reviews

After receiving an FCDL, applicants submit a number of forms and may request changes to their approved funding requests. These are collectively known as post-commitment reviews. The post-commitment review processes follow a similar pattern to PIA reviews, with up to four (4) possible levels of review, contact with the applicant and/or service provider to resolve any potential program rule violations, and the issuance of a funding decision at the conclusion of the review.

The Contractor will be responsible for processing the following types of reviews:

1. *FCC Form 486 Reviews*: Applicants submit an FCC Form 486 to confirm receipt of services, certify compliance with CIPA requirements as needed and start the

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<sup>2</sup> Pursuant to the Debt Collection Improvement Act, Publ. L.No. 104-134, 110 Stat. 1321, 1358 (1996), Red Light status is turned on by USAC or the federal government when an applicant or service provider owes a debt and is in arrears for payment. The Red Light status prevents the debtor from receiving benefits from the federal government (including funds administered by USAC), until the debt is satisfied. Requests for benefits may be dismissed if the debts are not paid. See <https://www.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>.

invoicing process. Based on established criteria, FCC Forms 486 are reviewed by the BPO staff for compliance with federal law and program rule requirements. If applicants file the FCC Form 486 late, reviewers must adjust the funding based on a sliding scale commensurate with the tardiness of the form.

2. *Other Change Requests:* Under some circumstances, applicants and service providers may request other changes to approved funding requests, including changes to the service provider or service substitutions. The BPO staff is also responsible for processing FCC Forms 500, which allows applicants to request additional time to deliver the services, reduce or cancel funding requests, and to make a variety of other change requests (for example, modifying the contract start and end dates). At the conclusion of the review, a Revised Funding Commitment Decision Letter (RFCDL) is issued which provides a full explanation of the work that was performed and the decision.
3. *Appeals:* In the event a program participant does not agree with a decision made by USAC, the participant can seek further review by filing an appeal with USAC within sixty (60) days following the issuance of the decision. Similar to other review processes, the Appeals review process may involve reaching out to the program participant for clarification, asking follow-up questions, consulting on administrative procedures, and preparing a decision letter with supporting arguments based on detailed procedures. The BPO's appeals team is also responsible for processing FCC orders remanding decisions back to USAC for further review.
4. *Invoicing:* All invoices submitted to USAC are reviewed for accuracy and for compliance with program rules. A complex set of business rules checks for program compliance, which can result in requesting additional information to resolve issues. Once the invoice reviews are complete, invoices are batched twice a week and transferred to USAC's Finance Division for disbursement. Similar to the Funding Commitment process, the authorization for payment requires a distinct series of checks and balances to ensure that invoices are compliant with program rules prior to authorizing payment.
5. *Commitment Adjustments:* USAC is required to rescind commitments and seek recovery of disbursed funding when it determines that the funding was committed and/or funds were disbursed in violation of FCC rules. This process to adjust a commitment is known as a Commitment Adjustment (COMAD) action and the process to recover improperly disbursed funds is known as a Recovery of Improperly Disbursed Funds (RIDF) action. COMAD reviews are designed to determine if a rule violation exists, and if so, to rescind and recover funds as necessary. The COMAD and RIDF process is highly regulated and must adhere to a strict set of timeframes that govern the issuance of a series of notifications and requests for payment. Finally, these processes require extensive financial reporting.

### 2.2.3 Funding Year 2015 and Prior Application Processing, Funding Commitment, Post-Commitment Reviews, Appeals, Invoicing, and COMAD and RIDF

Contractor will support the functions outlined above, for all funding years prior to 2016. There may be limited remaining work for each funding year going back at least 15 years. These functions are processed in Schools and Libraries Legacy IT Systems. . The processing of these requests is less automated than the work conducted in EPC and, in some cases, requires review consistent with funding year specific procedures.

### 2.2.4 General Services

Other support activities currently provided by USAC's BPO contractor include:

- The review and processing of FCC forms from prior years required for participation in the program. These reviews include both automated and manual work.
- Account Maintenance – to reflect changes of relationships with service providers, modifications to services and additional form processing.
- Document Production 1 – general research and production of documents in support of compliance, audit, and law enforcement activities. Because this work is requested to support ongoing compliance efforts that have specific timeframes and deliverables, document production must be performed in a timely manner, based on priorities provided by USAC staff.
- Document Production 2 – specific document production for appeals as requested by the FCC including the batching and packaging of appeals documents and files in specific timeframes and based on priorities provided by USAC staff on behalf of the FCC.
- Procedure Documentation – to update all procedures throughout the full lifecycle and ensure changes to the procedures are communicated to the reviewers and BPO staff.
- Training – to conduct training throughout the year, for the purpose of onboarding reviewers and ensuring existing staff is apprised of procedural and rule changes and is knowledgeable in a cross-functional way and therefore able to assist in balancing workload in support of lifecycle fluctuations.
- Systems Support and Process Integration - to participate in requirements gathering, conduct User Acceptance Testing (UAT), complete production verifications, report system defects, and provide end-user maintenance and support of the Legacy System.

### 2.3 Contract / pricing structure

USAC anticipates that the contract between USAC and Contractor ("Contract") will have a hybrid fee structure of fixed pricing and transactional pricing with an overall not-to-exceed (NTE) price for each year. Transactional pricing will be a variable fee per unit. The variable per unit fees will pay for all costs associated with the volume of services rendered as described in Sections 2.21 through 2.2.4. The per unit price for each service described in Sections 2.2.1 through 2.2.4 may be tiered based on increasing volume expectations, and Contractor may amend **Attachment 1, Bid Sheet** to bid a range of volume tiers.

The bidders should also provide a separate fixed price bid for the entire scope of work outlined in the RFP and attachments, for each year of the contract.

USAC anticipates attaching service level credits of at least five percent (5%) of fees for failing to reach agreed upon goals for any critical service levels (i.e. CSLAs) within each billing period. Details of service level credits and definitions of service levels are defined in **Attachment 5, SLA Template**, which will be made available in the Reading Room.

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. In the event the FCC significantly changes E-rate Program, USAC reserves the right to terminate the Contract. 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 or fixed fees for ongoing services, 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, Transition 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**.

In order to obtain the most cost-effective option, USAC requests that bidders provide at least two (2) pricing options, as outlined in Section 8.9.4. Bidders are encouraged to present additional creative pricing options that may prove more cost-effective for USAC than the two (2) options requested.

### **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 reviewers, staff and employees working on the USAC account shall be located within the United States.
- 3.1.2. Contractor shall operate its facility in accordance with all federal and state laws and regulations, to include compliance with any accessibility-related requirements (e.g., Section 508 compliance) and with the Electronic Communications Privacy Act and other similar state wiretapping laws (e.g., for recording customer support calls).
- 3.1.3. 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; personal computers; 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. Contractor shall also provide USAC with office space that includes, but is not limited to: a separate room with at least two (2) workstations, access to internet, printers, and telephones.
- 3.1.4. Contractor shall forecast demand and keep strong workforce management principles to maintain adequate staffing and meet performance standards described in this RFP.
- 3.1.5. Contractor will use USAC's E-rate IT systems, including EPC and all legacy tools and IT systems to conduct the reviews. However, the contractor may suggest additional tool(s) that could be used to supplement existing tools that would drive efficiencies.
- 3.1.6. Contractor shall ensure that the reviews team is available to program participants during regular business hours of 8am – 8pm ET ("Business Hours").
- 3.1.7. Contractor shall ensure that a supervisor is available during Business Hours to handle escalation, and that program participants will always be transferred to a manager upon request.
- 3.1.8. Contractor shall be responsible for all work performed by any subcontractors.
- 3.1.9. Contractor shall work collaboratively with USAC to continue to improve the program and to provide input to design workflows, procedures, systems interfaces and any technical components that will directly impact the efficiency of the program.
- 3.1.10. Contractor shall provide the following functions, including but not limited to:
  1. Utilization of various technologies provided by USAC, including but not limited to EPC and Legacy IT System.

2. Creating and maintaining accurate and continuously-updated procedures for use by reviewers that contains program guidance and action steps;
  3. Responding to requests for information, escalating to USAC representatives as agreed upon with USAC; and
  4. Entering data into the USAC systems and databases.
- 3.1.11. Contractor shall provide mail and form processing and digitization services, including but not limited to:
1. Entry of form data into system or databases,
  2. Mailing notifications and reports to applicants and service providers, and
  3. Scanning provided supplementary documentation.
- 3.1.12. Contractor shall ensure that the following are reported to USAC and included in any invoice:
1. Name and address of Contractor;
  2. Invoice date, number and period of performance;
  3. Contract number
  4. Name and address of official to whom payment is to be sent or to notify in event of invoice or payment issues; and
  5. Any other substantiating documentation or information as reasonably required by USAC.
- 3.1.13. Additional capabilities Contractor will provide shall be set forth in **Attachment 3, Vendor Capability Checklist**.
- 3.1.14. Contractor shall work with USAC to develop an ongoing training and staff development program for all reviewers and managers.
- 3.1.15. Contractor shall dedicate at least one (1) staff member to develop performance metrics and provide regular insights and reporting on those metrics.

## **3.2 Volume Expectations and Statistical Information**

Historical and planned volumes will be provided to qualified bidders at the Reading Room after a Non-Disclosure Agreement has been signed and conflicts of interest have been cleared. The

volumes and assumptions provided at the Reading Room should be used to develop pricing and transition planning for all E-rate program support.

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

3.3.1. Contractor's information systems, applications 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), Office of Budget and Management (OMB) and National Institute of Standards and Technology (NIST) requirements. Contractor shall demonstrate Authority to Operate (ATO) for any system that will house USAC data, in compliance with NIST standards, and provide all relevant documentation as defined in the Risk Management Framework (RMF) lifecycle, therein. In the event that a direct interconnection is to be established between Contractor's and USAC's computing and/or networking facilities, the parties shall execute an interconnection security agreement (ISA). Contractor shall provide the aforementioned documentation thirty (30) days prior to the Cutover Date Milestone defined in Attachment 2. The SLAs will address corresponding credits for not meeting the milestones.

1. Prior to start of the Transition Period Milestone (defined in Attachment 2), Contractor shall provide documentation and proof of accreditation to demonstrate compliance with FISMA per NIST standards. To demonstrate compliance, Contractor shall provide a Security Authorization Package to USAC to include (but not limited to): System Security Plan (SSP), Security Assessment Report (SAR), Plan of Action and Milestones (POA&M), Authority to Operate (ATO) Authority Official signed Memo, Contingency Planning (CP) documentation, and Continuous Monitoring Plan. Contingency Planning (CP) documentation to include (but not limited to): Information System Contingency Plan (ISCP), Business Continuity Plan (BCP), Business Impact Analysis (BIA), and Continuity of Operations Plan (COOP). If Contractor's system(s) are not accredited, prior to start of the Transition Period Milestone (defined in Attachment 2), Contractor shall submit a plan, subject to USAC's approval, to obtain compliance. USAC also reserves the right to review and request modifications to the aforementioned documents.
2. FedRAMP (if applicable): In the event that Cloud-based services shall be employed by Contractor and interact with USAC data, Contractor shall provide documentation and proof of accreditation to demonstrate compliance and shall be certified by the Federal Risk and Authorization Management Program ("FedRAMP") for use at a MODERATE risk, prior to start of the Transition Period Milestone (defined in Attachment 2). USAC reserves the right to inspect the ATO notice for services certified by the FedRAMP Joint Accreditation Board (JAB) or the complete package of documents for those with agency accreditations. To demonstrate compliance, Contractor shall provide FedRAMP Security Authorization Package to USAC to include (but not limited to): System Security Plan (SSP), Security Assessment Report (SAR), Plan of Action and Milestones (POA&M), Authority to Operate (ATO) Authority Official signed

Memo, Contingency Planning (CP) documentation, and Continuous Monitoring Plan. Contingency Planning (CP) documentation to include (but not limited to): Information System Contingency Plan (ISCP), Business Continuity Plan (BCP), Business Impact Analysis (BIA), and Continuity of Operations Plan (COOP).

- 3.3.2. Contractor's information systems, applications and processes shall be approved by USAC's Security Team. Contractor shall write, review, and update an assessment of all applicable Federal mandates, including, but not limited to FISMA and NIST SP 800-53 Rev. 4 (Security and Privacy Controls for federal Information Systems and Organizations), including Appendix J, NIST privacy controls – or the most current revisions of the aforementioned documents, to ensure adherence to NIST, FISMA, OMB, FCC, USAC, and other industry-accepted standards. Data and documentation collected will include personally identifiable information (PII), including names, addresses, email addresses, phone numbers and commercial banking information and other confidential business information. PII shall be protected in accordance with all federal and USAC requirements, including, but not limited to, the most current revision of the following: 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) – or the most current revisions of the aforementioned documents. 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 – or the most current revisions of the aforementioned documents. The Incident Response Plan (IRP) shall include reporting to USAC's Director of Privacy and to USAC's Director of Information Security or designated representative within one (1) hour of any breach or suspected breach of PII. Failure to notify USAC's aforementioned representatives will result in USAC receiving a service level credit outlined in Attachment 4, which will be provided in the Reading Room.
- 3.3.3. Contractor shall address vulnerabilities in accordance with NIST vulnerability management controls. Contractor shall address vulnerabilities in the applicable timeframes set forth in such policies. Contractor shall provide a monthly vulnerability report and a risk mitigation plan to address any identified vulnerabilities. Critical and high vulnerabilities shall be reported to the USAC Chief Information Officer (CIO), or highest Security official, and mitigated within thirty (30) days of being identified. 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. Failure to meet the applicable timeframe will also result in USAC receiving a service level credit outlined in Attachment 4, which will be provided in the Reading Room.
- 3.3.4. After the Initial Term of the Contract, the Contractor may propose using its business intelligence (BI) software or IT solution to use in conjunction with EPC to drive

efficiencies in processing, subject to USAC's approval. If approved by USAC, 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.
  7. The system shall be compliant with FISMA and NIST standards.
- 3.3.5. In the instance that a new application is developed for the purposes of delivering against USAC needs, Contractor shall submit the application to Independent Verification and Validation (IV&V), if system (e.g., BI software) has not previously passed standard IV&V, if applicable. Contractor shall provide documentation of IV&V to USAC's CIO. The system, which may include Contractor's BI tools (if Contractor chooses to use its own BI platform), shall be independently verified and validated prior to being moved into production.

### **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) or Priority 2 (P2) Incident within one (1) hour, provide status updates every one (1) hour, develop a workaround to address a P1 or P2 Incident within twenty-four (24) hours, and work continuously on a P1 or P2 Incident until resolved. Classification of technical issues as P1, P2, or P3 Incidents is described below:
  1. "Priority 1 Incident" or "P1 Incident" means a complete loss of a critical business function already in production, for which no reasonable workaround exists. This includes items that result in the total inability of end users to conduct key business functions or activities.

2. “Priority 2 Incident” or “P2 Incident” means a partial loss of a critical business function already in production and/or significant degradation of the ability to provide service to the customer. P2 Incident includes incidents with any application/database which is important to a client’s business or operations and which make the application/database unusable or unavailable; a reasonable workaround does exist. P2 Incident also includes incidents for which a workaround exists but requires extensive effort to implement. Incident may be closed after workaround is in place and reopened as a Priority 3.
  3. “Priority 3 Incident” or “P3 Incident” means a degradation or loss of non-critical business functions already in production. Users can continue operating with the results being adequate to perform needed functionalities (although the process or format may be less than desirable). P3 Incident includes incidents which degrade system functionality or business performance; but major functions of the application/database still work. P3 Incident also includes incidents affecting a single user – preventing completion of a critical task but for which a reasonable workaround exists.
- 3.4.2. 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.
  - 3.4.3. USAC will determine if an incident has been resolved, for all P1, P2, and P3 incidents.
  - 3.4.4. 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.
  - 3.4.5. 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.
  - 3.4.6. Contractor shall provide troubleshooting and connectivity issue resolution between the BPO offices and database systems.
  - 3.4.7. Contractor shall have a disaster recovery plan (“DRP”), subject to USAC’s approval, in place at the time the Contract is awarded. Contractor shall periodically update the DRP and, test the operability of the DRP at least once annually.

## **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**, which will be made available in the Reading Room.

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's staff will use usac.org accounts for all work performed under the Contract and will store all work on USAC's servers and systems.
- 4.1.4. 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.
- 4.1.5. Copies of complaints and their associated resolutions will be sent to USAC's designated Procurement Specialist and the Vice President of SLD 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 Vice President, SLD within sixty (60) minutes.
- 4.1.6. Contractor shall evaluate, no less than weekly, the sufficiency of the number of reviewers by function in order to ensure maximum coverage and efficiency.
- 4.1.7. 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.
- 4.1.8. 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.

### **4.2 Quality Assurance**

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

- 4.2.1. Ensure that all review processes are subject to Quality Assurance unless specifically exempted in the approved procedures.
- 4.2.2. Contractor line supervisors or quality control staff shall be located on site with the majority of reviewers to conduct quality control measures, including monitoring operational day-to-day service delivery, monitoring performance, escalating problems for resolution, and maintaining technical support relationships.
- 4.2.3. 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 reviews by function etc.;
  4. Outline the process of dispositioning contacts and audits to assess dispositioning quality of reviewers;
  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.
- 4.2.4. Quality audit results shall meet or exceed criteria set by USAC and provided to Contractor. Quality should focus on reviewer behaviors, accuracy of the reviews decisions, and adherence to the approved procedures.
- 4.2.5. Contractor shall facilitate and allow USAC access to Contractor screen data displaying real time contact activities (e.g., all volumes, number of reviews by function, number of reviews complete by level and type, application review forecasts, available staff, etc.). The screen display will be available for remote use by USAC.
- 4.2.6. 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.
- 4.2.7. 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 six (6) months after the call was recorded.
- 4.2.8. 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.
- 4.2.9. 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 intends to govern Contractor primarily through two key committees: the Strategic Board and the Operational Board.
- 4.3.2. The Strategic Board will provide executive-level governance of USAC's relationship with Contractor, and will have the following characteristics:
1. The Strategic Board will be chaired by the Vice President of Schools and Libraries (USAC) and other members will include various USAC Schools and Libraries Division Directors and certain Key Personnel (Contractor), and other participants as required (e.g., program staff and project managers).
  2. The Strategic Board will meet monthly for six (6) months, beginning at execution of the contract, and every three (3) months thereafter (or on the request of any member, subject to approval by the Chairperson).
  3. The Strategic Board will have the following functions:
    - a. Review status and performance of the agreement.
    - b. Discuss and define new strategies.
    - c. Provide executive governance; conduct high level monitoring of project goals, Key Performance Indicators (KPIs), and service levels.
    - d. Make decisions on gain sharing and contractual adjustments / amendments (SLAs, KPIs), including the expectation that SLAs and/or KPIs may be adjusted to match process improvements annually.
    - e. Consider and resolve issues elevated by the Operational Board.
- 4.3.3. The Operational Board will provide operational governance of USAC's relationship with Contractor, and will have the following characteristics:

1. The Operational board will be chaired by the E-rate Director of Operations (USAC). Other required members will be Contractor's Key Personnel as well as other Schools and Libraries Division staff.
2. The Operational Board will meet weekly beginning at the start of the contract.
3. The Operational Board will have the following functions:
  - a. Monitor operations and measure performance based on key reports, KPIs, SLAs, workload consumption plan (actual vs. plan), etc.
  - b. Analyze critical issues/problems; escalate to the Strategic Board as appropriate.
  - c. Ensure quality output/processes and problem solve as required.
  - d. Ensure compliance with USAC standards and requirements, including review of business rules for acceptable eligibility documents.
  - e. Discuss and resolve issues brought by the Project Manager / Problem Manager.

4.3.4. USAC intends to hold weekly meetings with Contractor during the ramp-up phase.

1. Weekly meetings will include the Vice President of the Schools and Libraries Division, USAC SLD Directors, and other members will be the Project Director (Contractor), Operational Manager (Contractor), Training / QA Manager (Contractor), Information Technology Manager (Contractor), and other participants as required (e.g., USAC Schools and Libraries staff, additional Contractor staff).
2. Meetings during the ramp-up will focus on the following functions:
  - a. Monitor set up of BPO work site, including staffing, and activities to transition from prior BPO (if needed).
  - b. Ensure smooth integration of all platforms.
  - c. Ensure quality set-up of work site and problem solve as required.
  - d. Ensure compliance with USAC standards and requirements.
  - e. Oversee initial trainings of reviewers and managers.

4.3.5. Contractor should expect to conduct quarterly business reviews with USAC leadership to review performance, discuss process improvement and share outlook for upcoming quarter performance. Such meetings may occur more frequently, especially at the beginning of the contract, and are at USAC's discretion.

#### **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 from USAC or the incumbent, as applicable, 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 IT system security in compliance with FISMA and NIST standards and guidance (including without limitation the requirements in Section 3.3); 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 Contract 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. 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.
- 6.1.3. Examples of when additional training might be required include:
  1. If the rules of the program change for any reason;
  2. Annual procedures updates; or
  3. If a one-time event occurs that requires special training to handle properly.
- 6.1.4. Contractor's supervisors/trainers shall work with USAC staff to review Contractor-created training manual. USAC will approve all training materials.
- 6.1.5. Contractor shall train and manage review staff 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 implement a procedure for certifying all reviewers prior to beginning reviews for a new funding year, to ensure that they fully understand all changes made in the procedures for the new year.
  6. Contractor shall have a dedicated trainer onsite to conduct training that will be monitored by USAC.
  7. 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.
8. 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.
9. Contractor shall provide manual review training that will include, but not be limited to:
- a. Schools and Libraries' procedures (which will be provided by USAC to the Contractor);
  - b. Standards of review for specific documents; and
  - c. Signs of waste, fraud, and abuse (e.g., to enable reviewers to recognize and report potential fraud).
- 6.1.6. USAC shall update the managers/trainers on an as-needed basis with respect to policy updates. USAC may also support provision of current reference materials and updates as needed.
- 6.1.7. Any training of Contractor managers /trainers required for new projects or new subject matter throughout the term of the contract shall be at the cost and responsibility of Contractor.
- 6.1.8. Whenever new projects are introduced, USAC and Contractor managers / trainers shall evaluate the quality standards and time required to train staff.
- 6.1.9. Training can be formal in a classroom setting or on-the-job training as mutually agreed to by USAC and Contractor.

## **7 DELIVERABLES AND REPORTING OBLIGATIONS**

- 7.1.1. The following vendor deliverables and duties will be identified in the executed contract:
- 1. 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.
  - 2. 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, if approved by USAC, must permit real-time access to all the system's data.

3. 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.
4. Reports shall include, at a minimum, the SLAs and quality metrics in **Attachment 5** and progress and updates on executing the Transition Plan.
5. Contractor shall also provide USAC with the required FISMA reports and updates.

## **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 June 15, 2018** ("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 April 30, 2018, 12:00 PM Eastern Time (ET). USAC plans to respond to all questions by May 10, 2018, 5:00 PM ET. Vendors may submit clarification questions by **May 18, 2018, 12:00 PM ET**. These questions will not be "new" questions but only points of clarification of current questions and the responses USAC provided. USAC will respond to these questions by **May 25, 2018**.

### 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>
March 13, 2018	RFP posted for solicitation
March 20, 2018	Deadline for submission of signed NDA to access USAC's Reading Room and / or attend the Bidder's Conference **
April 11, 2018	Bidder's Conference – Demonstrations & Walk-Throughs
April 30, 2018	Deadline for submission of questions
May 10, 2018	USAC response to submitted questions
June 15, 2018	Anticipated deadline for Contractor to submit RFP response
July 9-10, 2018	Potential dates for discussions / Q&A
July 16, 2018	Anticipated deadline for selected Contractors to submit best and final RFP response
September 2 - 14, 2018	Work commencement date

\*\* To access the Reading Room and / or attend the Bidder's Conference, potential bidders must submit a request to [rfp@usac.org](mailto:rfp@usac.org) to receive the NDA. USAC will promptly review each request and will notify the potential bidder with further instructions. The **Reading Room(s)** will be available no earlier than April 9, 2018 and will close **June 12, 2018**. The Reading Room(s) will be available from 9 am to 5 pm EST by appointment, and will be subject to USAC's monitoring. The Bidder's Conference will be held on April 11, 2018. The Reading Room(s) will be closed on April 11, 2018, the day the Bidder's Conference is being held.

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 8.7 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 five (5) volumes, numbered Volumes I, II, III, IV, and V. 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:

1. Length of time in BPO business;
2. Place(s) of incorporation of business;
3. Place(s) where the vendor conducts business, including primary place of business;
4. Percentage and number of relevant employees / contractors in the U.S. and any other countries;
5. 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
6. Recent financial statements, including:

- a) Audited balance sheet, cash flow statement, and income statement for previous three (3) fiscal years, and
- b) Quarterly financial statements prepared since previous year end financial statements.

8.9.1.1 Program Integrity Assurance (PIA) Review: As stated under Section 2.2.1, Application Processing, of the RFP, all applications receive a PIA review. Vendors may review the PIA requirements discussed under Section 2.2.1 of the RFP and as further detailed in documentation found in the USAC Reading Room, and provide feedback and/or other approaches for PIA review improvements that are compliant with FCC rules and submit as part of their proposal, Volume 1. *Limit to two (2) single-spaced pages.*

## 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 BPO services for USAC's, including any unique differentiators. If the vendor intends to partner with another firm that will act as a subcontractor for the performance of any task related to the solicitation, the vendor shall include the identity and qualifications of the subcontractor, any potential conflicts of interest, the scope of the services to be subcontracted, and documentation evidencing that the proposed subcontractor has a demonstrated history of providing excellent services within the scope of services proposed to be subcontracted. *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 BPO 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 such as completion of a review). 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 subcontractors if proposed, for 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 list of SLAs is included in **Attachment 5** (available in the Reading Room), **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:** Please insert SLAs according to what you believe you could provide if you optimized processes across all SLAs to provide the best possible value for USAC, according to your experience, current processes, and the associated pricing structure. Such optimization will be considered after the first year of the contract.

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 transition phase for the functions and work enumerated in Sections 2.2.1 through 2.2.4? 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 procedures; and
  - d. Testing and evaluating system/processes to identify and resolve issues before full transition.
- 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 E-rate program participants and improving the processing of reviews? 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 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 tier prices by monthly volume actuals. *(400 word limit)*

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

8.9.2.7.7 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)*

8.9.2.7.8 Although the contractor is required to use USAC's existing IT tool suite (including EPC) for the review and processing of all applications and requests, what additional tools could be used to supplement existing applications? Please provide specific detail about how these tools would be used to drive efficiencies and how they would integration or supplement USAC's existing systems. *(400 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 staff. *(400 word limit)*

#### 8.9.2.9 Conflicts of Interest

Provide a description of any potential conflicts of interest (as described in Section 9.3) including (a) the nature of the potential conflicts and (b) the nature of the means by which you propose to avoid, neutralize, or mitigate such conflicts. *(150 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 BPO or application support services that vendor has provided for similar-sized BPO operations that in the past three (3) years. Where the example(s) of similar BPO or application support services were with clients with federal government security requirements (e.g. FISMA, NIST, OMB guidance) please state

so explicitly. 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 two (2) to four (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. If the Past Performance referenced in this volume is that of a subcontractor being proposed, the vendor shall clearly state that the reference is that of the subcontractor and not the vendor.

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)**

1. 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 provide the **following**: A bid with a combination of fixed and transactional pricing for the entire scope of work outlined in the RFP. Vendors shall propose the following prices in the bid sheet (Attachment 1):
  - a. Stand-up FFP – Fixed fee to cover all costs for initial transition work with the Schools & Libraries Program and transitions of operations.
  - b. Ongoing FFP – For each of the following services, provide fixed fee pricing, to cover monthly costs of providing set contract requirements, including project management, reporting, auditing, and continuous improvement.
    - i. Application Processing;
    - ii. Funding Commitments;
    - iii. Post-Commitment Reviews;
    - iv. Appeals;
    - v. Invoicing;
    - vi. COMAD and RIDF;
    - vii. Funding Year 2015 and Prior Application Processing, Funding Commitment, Post-Commitment Reviews, Appeals, Invoicing, and COMAD and RIDF; and
    - viii. General Services.

c. Variable fee – Fees to cover per unit service costs for services outlined in Sections 2.2.1 through 2.2.4; vendor shall include all costs for provisioning the services 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 as desired, but this is optional. Each vendor may propose pricing tiers for each service if they wish to do so. The variable fee will include at a minimum the following activities/services as detailed in **Attachment 1 – Bid Sheet**:

- i. Application Processing;
- ii. Funding Commitments;
- iii. Post-Commitment Reviews;
- iv. Appeals;
- v. Invoicing;
- vi. COMAD and RIDF;
- vii. Funding Year 2015 and Prior Application Processing, Funding Commitment, Post-Commitment Reviews, Appeals, Invoicing, and COMAD and RIDF; and
- viii. General Services.

Note: USAC wants each service priced separately.

- d. Improvement terms – Percentage of per unit variable or per service fixed fee that the vendor will commit to reducing annually.
  - e. CSLA Service Level Credits – Percentage of total fixed or variable fee that will not be paid if the vendor fails to meet the minimum performance on any of the CSLAs for a particular month.
  - f. Bidder’s IT Solution – Please indicate the cost-savings to USAC if, after the initial term of the contract, the vendor suggests enhancements to EPC or brings its own system that would yield increased efficiencies in the review and processing of applications.
2. A fixed price bid for the entire scope of work outlined in the RFP and attachments, for each year of the Contract. The price for each year should include and take into account improvement terms, CSLA service level credits, and the bidder’s IT solution.
3. In addition to the two pricing structures mentioned above, bidders are encouraged to propose additional creative pricing structures that will be cost-effective for USAC.

USAC also requests that each vendor provide a total price per year expected through 2023 given the volume estimates provided by USAC at the Reading Room.

### 8.9.5 Insurance (Volume V)

Contractor shall obtain and maintain at its own cost and expense and shall require its subcontractors to obtain and maintain at their own cost and expense insurance of the type set forth below.

In this Volume, please indicate the level of insurance coverage to be maintained by Contractor during the term of the Contract the following categories of insurance, and supply a copy of the insurance certificate(s).

The level of insurance shown in brackets are USAC's suggested coverage limits.

1. Worker's Compensation:
  - (a) State: Statutory
  - (b) Employer's Liability [US\$1,000,000 per accident]
  
2. Comprehensive General Liability:
  - (a) [US\$1,000,000] Per Occurrence
  - (b) [US\$2,000,000] General Aggregate
  - (c) [US\$2,000,000] Products Completed Operations
  - (d) [US\$1,000,000] Personal & Advertising Injury
  
3. Commercial crime coverage including employee dishonesty, forgery, or alteration, inside the premises, outside the premises, computer fraud, funds transfer fraud and coverage for loss of USAC's property resulting from any other covered cause.
  - (a) [US\$10,000,000] Per Occurrence
  - (b) [US\$10,000,000] General Aggregate
  
4. Automobile Liability Insurance (owned, not owned or hired) [in the amount of \$2,000,000 Combined Single Limit].
  
5. Umbrella Liability Insurance providing excess liability for items Worker's Compensation, Employer's Liability; Comprehensive General Liability; and commercial crime coverage as noted above in subsections 1(b), (2), and (3). Coverage to be at least as broad as the primary program:
  - (a) Each occurrence, and Aggregate [US\$15,000,000]
  
6. Professional Liability (errors and omissions) and addressing Network Security and Privacy Liability (*If applicable based upon the Scope of Work for each Task Order*)
  - (a) [US\$10,000,000] Per Claim
  - (b) [US\$10,000,000] Aggregate

Insurance shall be maintained for not less than three (3) years after the term of the Contract. Contractor shall provide evidence of coverage to USAC on an annual basis.

## 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). 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., service level credits 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 three (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 (6) 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** (available in Reading Room)).
- **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 or USAC staff 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 USAC staff should USAC choose to modify its relationship with Contractor or 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 BPO services 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 also reserves the right to negotiate with those responding, or with any other person or entity, an agreement on terms which, in USAC's sole judgment, best serves its needs. USAC may seek additional information from any potential Contractor after the due date.

USAC, its affiliates and its or their directors, officers, reviewers, 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; and (6) any Information identified as confidential by the disclosing party.

## **9.3 Conflicts**

The Contractor's services are in support of USAC's administration of the USF, and as such the Contractor will be expected to maintain the same neutrality, both in fact and in appearance, and avoid any conflict of interest or even the appearance of a conflict of interest. To the extent that prospective Contractor or any Contractor staff has client, membership, financial or any other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential or apparent conflict(s) of interest. Potential Contractors must disclose in responses any potential conflict(s) of interest and the nature of any restriction proposed to cure the conflict(s). USAC reserves the right to restrict participation and access to confidential information by Contractors that in USAC's sole discretion pose a conflict of interest in the course of this procurement action and to require disclosure of any potential conflicts of interest as a condition of receipt of Confidential Information.

## **9.4 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, reviewers, 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 Contractors' staff and any member of staff of USAC other than through the designated USAC RFP primary contact.

## **9.5 Publicity**

Prospective Contractors will not make (or cause to be made) any public announcement relating to this RFP or USAC's 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.

## **9.6 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, 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.

## **9.7 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, reviewers, 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 Contractors' 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: Transition Milestone Plan**

**10.3 Attachment 3: Vendor Capability Checklist**

**10.4 Attachment 4: RFP Term Sheet**

**10.5 Attachment 5: SLA Template (Available in the Reading Room)**

**10.6 Attachment 6: Key Personnel**