

USAC SOLICITATION FOR**Lifeline and Affordable Connectivity Program Business Process Outsourcing – Manual
Review Processing****CONTRACT INFORMATION:**

Method of Solicitation: Request for Proposal ("RFP")
Award Effective Date: TBD
Period of Performance: (12) month base period; four (4) twelve (12) month option periods
Solicitation Number: ~~LI-23-001~~ ~~LI-22-130~~
Solicitation Issue Date: January 6, 2023
Offer Due Date: February 9, 2023

CONTRACT TO BE ISSUED BY:

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

USAC RFP PRIMARY CONTACT:

USAC CONTACT INFORMATION	OFFEROR CONTACT INFORMATION
Noor Jalal Manager of Procurement P: 202-263-1616 E: noor.jalal@usac.org	(complete) Name: _____ POC: _____ POC Title: _____ POC Phone: _____ POC Email: _____ Address: _____

OFFEROR SIGNATURE_____
Name and Title_____
Date

(RFP) COVER PAGE

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1 INTRODUCTION

USAC is seeking a contractor to provide customer service professional services for Lifeline and the Affordable Connectivity Program. All entities who receive this RFP shall be referred to as an “Offeror”. The entity that is awarded the work shall be referred to as “Contractor”.

Contractor must provide Business Process Outsourcing (“BPO”) support for reviewing and processing our Lifeline and Affordable Connectivity Program Applications. Contractor must demonstrate the ability to build and sustain a workforce that will become knowledgeable about policies and procedures for the Lifeline program and Affordable Connectivity Program, as well as the tactical steps required to assist all program participants in a short time period.

1.1 Background

USAC is the administrator for the Federal Communications Commission (“FCC”) universal service programs. The goal of the universal service 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; FCC orders, FCC written directives, 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:

1. The High Cost Program: provides support for connectivity in rural and underserved communities
2. The Lifeline Program: provides support to low-income consumers
3. The Rural Health Care Program: provides support for rural health care providers; and
4. The E-rate Program: provides support to eligible schools and libraries and a consortia of eligible schools and libraries.

Established in 1985, the Lifeline Program (“Lifeline”) is part of the USF and provides discounts to phone and broadband internet services to over 6 million low-income households in U.S. states, territories, and Tribal lands.

In 2021, Congress established the Affordable Connectivity Program (“ACP”) using the framework of the (now defunct) Emergency Broadband Benefit Program from appropriated funds that are not part of the USF, which provides discounts to internet service and connected devices to approximately 13 million low-income households across the U.S. states, territories, and Tribal lands.

Lifeline and ACP are vital programs that connect households to their families, communities, and emergency services.

Working closely with the FCC, USAC has developed the National Verifier (“NV”). The NV is USAC’s centralized application system. It determines whether consumers are eligible for Lifeline and ACP. USAC manages the NV and provides customer service to consumers through the Lifeline support center.

In order to assist with the successful operation of the NV, USAC seeks a partner to provide BPO services for the NV solution of reviewing, validating, and processing application review decisions. This include identifying fraudulent documents and suspicious trends.

Description of Lifeline and ACP

An applicant can apply for the Lifeline or ACP online, by completing and mailing a paper application, or with the assistance of a service provider. During the application process the applicant will be required to provide their name, their date of birth, the last four digits of their social security number (Lifeline only), their address, and their enrollment in specific governmental subsidy programs. The information provided will be used to verify the applicant’s identity, eligibility, and enrollment status for both programs. Once the applicant completes and certifies their application, the NV will check applicant's identity and determine whether the applicant is already enrolled in the National Lifeline Accountability Database (“NLAD”). If this stage is successful, the NV then attempts automated verification by checking several state and federal data sources to determine if the applicant participates in an eligible program. If the systematic checks fail, the applicant will be asked to provide documentation that will require manual review. If an application is qualified (automatically or through manual document review), the applicant must contact participating service providers in their area who must enroll them into NLAD, at which point the applicant may begin receiving their benefit.

On an annual basis, the subscribers must be re-certified at the anniversary of his or her service initiation date. At this point the subscriber's eligibility is re-checked through the NV's automated functionality; if the NV cannot verify eligibility, the applicant may complete a self-certification by mail, phone, or web portal.

This RFP will support Lifeline and ACP.

1.2 Goals

Contractor shall possess expertise and extensive experiencing standing up and operating a BPO including all supporting functions, and shall fulfill BPO performance-based Service Level Agreement (“SLA”) requirements (see **Attachment 5 -- SLA Template**). USAC will manage Contractor relationships and define SLA metrics for core BPO work with clear timelines and budget implications (including incentives/credits).

Specifically, Contractor will provide manual eligibility verification of applicants. Applicants will submit eligibility, identity, and address verification documentation for validation.

1.3 Company Profile

USAC is a not-for-profit Delaware corporation, which works under the oversight of the FCC. USAC is not a federal agency, a government corporation, a government controlled corporation or other establishment in the Executive Branch of the United States Government. USAC is not a contractor to the Federal Government. The contract that may be awarded as a result of this RFP (“Contract”) will not be a subcontract under a Federal prime contract.

USAC does, however, conduct its procurement activities in accordance with the terms of a Memorandum of Understanding with the FCC, which requires USAC to adhere to the following provisions from the Code of Federal Regulations: 2 C.F.R. §§ 200.318-321; 200.323; 200.325-326 and App. II to C.F.R. Part 200. Additionally, any confidential or proprietary information received from or disclosed by Offeror to USAC is subject to disclosure under the Freedom of Information Act. Information systems at USAC, including the solution proposed by the Offeror, must be compliant with Federal Information Security Management Act (“FISMA”) security requirements as a system managing federal funds and interfacing with Department of Treasury systems.

1.4 Place of Performance

- A. All required Contract services must be performed within the United States at Vendor’s approved location or remote, or such other location as USAC may approve in its sole discretion.
- B. A Contract kick-off meeting may be held at USAC Headquarters or virtually. Status meetings and other meetings may be held telephonically or in person, at USAC’s discretion. USAC will not reimburse Contractor for any travel related expenses for kick-off meetings, status meetings, and other meetings.
- C. Services requiring work at USAC Headquarters will include appropriate work space and appropriate access to USAC’s computer network. **NOTE: To access USAC IT Systems, Contractor must first sign USAC’s IT Security Rules of Behavior Form and complete mandatory IT Security and Privacy Awareness Online Training. Contractor may be required to complete Role-Based Privacy Act Training if accessing USAC information systems designated as federal system of records (i.e., NV and NLAD).**
- D. Status update meetings and other meetings may be held virtually, except to the extent that USAC or Contractor requires in-person presence, and in accordance with USAC and Contractor Continuity of Operations Plan (“COOP”). While attending USAC Headquarters for meetings or to conduct audits, Contractor staff will be considered as visitors. All visitors are required to complete USAC’s Visitor Form, [USAC Visitor Form](#), and wear a badge while on premises. All in-person meetings will be held at USAC Headquarters or other reasonable

locations designated by USAC. Contractor may also be required to attend meetings at the FCC offices located at 45 L Street NE, Washington, DC 20554. USAC will not reimburse Contractor for any travel related expenses under an awarded Contract.

- E. Within five (5) business days, upon written request by USAC, Contractor shall provide a COOP including business continuity plans, disaster recovery plans, emergency operations plan and procedures, and associated plans and procedures in the event performance must be conducted virtually.
- F. Contractor shall comply with all guidance published by the Safer Federal Workforce Task Force for all Contractor Personnel (as defined in Article 1 of **Attachment 10 – Master Services Agreement**). To provide adequate COVID-19 safeguards for USAC employees, Contractor shall ensure that all Contractor Personnel that enter USAC premises will comply with USAC’s COVID-19 Vaccination Validation & Testing Policy. Nothing in this Section shall excuse noncompliance with any applicable federal, state and local laws establishing more protective safety protocols than those established herein.

1.5 Confidentiality

This RFP and any resultant contract are subject to the terms found in **Attachment 8 (Confidentiality Agreement)** to this RFP, which must be executed by Offeror and submitted along with any proposal to this RFP.

2 CONTRACT / PRICING STRUCTURE

2.1 RESERVED

2.2 Contract Type

USAC intends to award a contract to a single Offeror. Offeror must be willing to enter into a Contract with USAC for a term of multiple years, with no pricing structure increases during the term of the Contract. The Contract to be awarded to the selected Offeror will be a hybrid firm fixed price (“FFP”), fixed unit price (“FUP”) and variable labor rate costs (labor hour), single award contract. The FFP and FUP price for the work (total project and all line items) is to be set forth in the Offeror provided **Attachment 1 (Bid Sheet)** to the RFP. The Contract pricing will include all direct and indirect costs set forth in this RFP, including equipment, product support, supplies, general and administrative expenses, overhead, materials, travel, labor, taxes (including use and sales taxes), shipping, and profit. USAC will not reimburse any Offeror or Contractor for any travel related expenses.

The per unit price for each service will be tiered based on increasing volume expectations, and Offeror will bid a range of volume tiers as outlined in **Attachment 1, Bid Sheet**. USAC will attach credits of at least five (5) percent of variable fees for failing to reach agreed upon goals for any of three (3) to five (5) critical service level agreements (“CSLAs”) within each billing

period. Details of credits and definitions of CSLAs will be defined in contract negotiations with the selected Offeror. Offeror must address any concerns with CSLAs or other milestone credits in its response to this proposal to minimize negotiation and contract award time.

In addition to the ongoing FFP and variable per unit fees, USAC will pay an initial stand-up FFP ("Stand-Up FFP") for Contractor to stand up operations by agreed upon milestone deadlines. The Stand-Up FFP includes all costs for preparing Contractor to take on program requirements described below.

2.3 Contract Term

The initial term of the Contract will commence on the Award Effective Date and will continue for twelve (12) months, unless the Contract is sooner terminated in accordance with its terms ("Initial Term").

USAC may, in its sole discretion, extend the term of the Contract for up to four (4) twelve (12) month periods (each an "Option Term") on the terms and conditions then in effect, by providing Contractor notice of USAC's intent to extend the term of the Contract no later than forty-five (45) days prior to the expiration of the current Initial Term or Option Term.

The Initial Term, together with any exercised Option Term(s), shall be referred to as the "Contract Term").

2.4 Contract Pricing

USAC anticipates that the Contract will have a hybrid fee structure of FFP and FUP. The initial stand-up of the BPO, ongoing project management, and oversight activities will be FFP and the BPO and call center transactions will be FUP.

USAC reserves the right to hire additional support for operations as required to meet program needs.

In order to obtain the best value for USAC, USAC requests that bidders provide pricing in accordance with **Attachment 1 (Bid Sheet)**. Bidders are encouraged to present additional creative pricing options, along with any assumptions, that may prove best value for USAC.

USAC requires Offerors to provide minimum stand-up and ongoing monthly FFP fees, and a reasonable transactional price that will not be contingent on average handle time.

2.5 Service Level Credits

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 SLAs. The proposed SLAs are listed in **Attachment 5 (SLA Template)**.

The primary performance standards applicable to Contractor are identified below (See Section 6). Contractor shall present itself to all customers as USAC, not as a third-party contractor.

3 SCOPE OF SERVICES

The scope of services can be found in **Attachment 2 (Statement of Work)**.

4 MEETINGS

4.1 Project Kick-off Meeting

Contractor shall schedule, prepare an agenda for, and coordinate a project kick-off meeting to be held at USAC's offices, or virtually, within five (5) calendar days of execution of the Contract. USAC may include any additional items on the agenda it deems necessary. The project kick-off meeting is intended to serve as an introduction between Contractor, Contractor's personnel that will perform the services set forth herein, and USAC personnel who will be involved with the project. The meeting shall provide the forum to discuss the project, approach and schedule, technical or business questions, project roles, responsibilities of the respective parties, and any project communications. Attendees at this meeting shall also include all Key Personnel (as described in Section 4.8 of this RFP and Attachment 4), USAC's technical representatives, and any other attendees designated by USAC, including key representatives from the FCC. USAC will not reimburse Contractor for any travel related expenses related to the project kick-off meeting.

Contractor shall present the project plan to USAC for discussion. A concerted effort shall be made to gain a thorough understanding of USAC's expectations. However, nothing discussed in this, or in any subsequent meetings or discussions between USAC and Contractor shall be construed as adding to, deleting, or modifying any Contract requirements, including deliverable specifications and due dates. USAC will approve the project plan within five (5) business days. All Contract modifications and amendments must be approved in writing by an authorized USAC Procurement representative.

4.2 Weekly Status Meetings.

Beginning five (5) business days after contract award, Contractor must schedule and participate in weekly status meetings regarding the stand-up of the BPO Operations.

Contractor shall prepare a status report (see Section 4.6 of this RFP) and submit it to USAC once per week. The report must include the current status for each of the project work streams including percentage of completion, achievements, and any risks/issues relating to Contract performance or payment. The report must include an expected completion date and the

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

4.3 Milestone Status Meetings.

Key Personnel must be prepared to present each deliverable either in-person or virtual via webcast meeting, as directed by USAC. For revision rounds, the Contractor's Key Personnel should be prepared to walk through any editing round questions via phone.

Key Personnel must be prepared to provide interim deliverable updates, as requested by USAC.

4.4 Operational Review Meetings.

After successful stand up, USAC and Contractor will agree upon a new operational meeting schedule.

4.5 Accessibility.

Key Personnel must be accessible via telephone or email during operating hours Monday – Sunday (9:00 AM - 9:00 PM ET).

4.6 Weekly Status Report (“WSR”)

Contractor shall develop and provide a WSR using Microsoft Office Suite applications, on a weekly basis (timing to be agreed upon with USAC after kick off) via electronic mail to the USAC Contract Administrator during project transition. The WSR will be used during the weekly status meetings to ensure Deliverables are on track. The WSR shall include the following:

- a) Activities during each week by task (include on-going activities, new activities, activities completed; progress to date on all above-mentioned activities). Start each section with a brief description of the task.
- b) Problems and corrective actions taken. Also, include issues or concerns and proposed resolutions to address them.
- c) Personnel gains, losses, and personnel security status updates.
- d) USAC actions required.
- e) Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each).

4.7 Reserved

4.8 Key Personnel

Attachment 4, Key Personnel, details the minimum personnel who shall be designated as Key Personnel. USAC does not intend to dictate the composition of the ideal team to perform this Contract. The contractor shall provide staffing for the labor category below, or the Contractor may propose other labor categories in its proposal submission. USAC requires that Key Personnel be assigned for the duration of the Contract. Key Personnel may be replaced or removed subject to special contract requirements, Key Personnel substitution. Any additional labor categories must include the associated labor hour bill rate for each additional category submitted as well as the experience and qualifications of the personnel to be assigned to that labor category.

All Key Personnel and other staff to support this Contract must have employment background checks equal to those required by USAC for employees and contractors: education, national criminal, employment verification and social security verifications. Contractor may propose additional labor categories in its proposal submission. All proposed labor categories must include the experience and qualifications of the personnel to be assigned to that labor category.

5 OPERATIONS

5.1 Responsibilities and Requirements of Contractor

The primary responsibilities and requirements of Contractor are identified below.

- A. Contractor and its reviewers, staff and employees working on the USAC account shall be located within the United States.
- B. Contractor shall operate its facility in accordance with all federal and state laws and regulations, to include compliance with any accessibility-related requirements ([Section 508 compliance](#)).
- C. Contractor shall be responsible for all work performed by any subcontractors.
- D. 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.
- E. Electronic Communications Privacy Act of 1986 and other similar state wiretapping laws (e.g., for recording customer support calls).
- F. Contractor shall forecast demand and keep strong workforce management principles to maintain adequate staffing and meet performance standards described in this RFP.
- G. Contractor will use USAC's Lifeline online portal and other USAC IT systems, to conduct the reviews. However, Contractor may suggest additional tool(s) that could be used to supplement existing tools that would drive efficiencies.
- H. Contractor shall ensure that the review team is available to program participants during regular business hours of 9am – 9pm ET ("Business Hours").
- I. 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.

6 PERFORMANCE

6.1 Performance Standards

Contractor will perform to a high standard and deliver work of consistently high quality. In order to ensure that Contractor meets USAC's expectations, USAC will measure Contractor's performance against a variety of SLAs. The proposed SLAs are listed in **Attachment 5 (SLA Template)**.

6.2 Continuous Improvement Standards

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

- 6.2.1 Contractor shall continually review ways of working and provide CI Ideas to USAC.
- 6.2.3 Contractor shall facilitate alignment among stakeholders at USAC on CI objectives.
- 6.2.4 Contractor shall define and quantify expected and measurable quality and efficiency benefits of improvement initiatives.

7 **SECURITY**

7.1 **Data Safeguards**

In providing the services, Contractor shall conduct itself in a manner that safeguards USAC Data (as defined in Article 1 of **Attachment 10, Master Services Agreement**) against destruction, loss, damage, corruption, alteration, loss of integrity, commingling, or unauthorized access or processing (the “Data Safeguards”), which Data Safeguards shall be no less rigorous than the most protective of (a) the requirements of applicable Law; (b) the specific standards set forth in this Article 7; (c) the applicable USAC standards relating to data security (including such standards and procedures relating to quality, change, and problem management, safety, data privacy and data security, and disaster recovery), as set forth in **Attachment 7 (Security and Confidentiality Procedures)**. Each Party shall designate an individual responsible for coordinating data security related matters for such Party, who will be the primary contact person of such party for all data security related matters under the Contract.

7.2 **FedRAMP**

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”), or equivalent authorization, for use at a moderate risk (“Authority to Operate” or “ATO”) before Contractor goes live. 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 a FedRAMP Security Authorization Package, or equivalent authorization, to USAC to include (but not limited to): System Security Plan (“SSP”), Security Assessment Report (“SAR”), Plan of Action and Milestones (“POA&M”), ATO, Contingency Planning (“CP”) documentation, and Continuous Monitoring Plan. CP documentation to include (but is not limited to): Information System Contingency Plan (“ISCP”), Business Continuity Plan (“BCP”), Business Impact Analysis (“BIA”), and COOP. USAC prefers that Contractor host the solution in a FedRAMP accredited, government cloud-based environment. Regardless of hosting approach, the solution must be able to achieve FISMA accreditation prior to going live.

7.3 **Personally Identifiable Information (“PII”)**

Contractor’s information systems, applications and processes shall be approved by USAC’s security team before Contractor may begin to provide services. Contractor shall write, review, and update an assessment of all applicable Federal mandates, including, but not limited to FISMA and most recently released revision of NIST 800-53, Revision 5 or later revision (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 (or “PII” as defined in

Article 1 of **Attachment 10, Master Services Agreement**), 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. 5 (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 most recently released revision of NIST 800-53, Revision 5 or later revision 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 Privacy Officer 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 5 (SLA Template)**.

7.4 Encryption and Secure Storage

Contractor shall ensure that USAC Data, Confidential Information, and PII are encrypted at all times in accordance with Federal Information Processing Standards (FIPS) 140-3 standards. This encryption requirement includes both Data at Rest (i.e., stored on a hard drive, CD, DVD, thumb drive, etc.) and Data in Transit (i.e., via email or other electronic means). Any PII that is retained in any formats must be stored in a secured location and with limited access. The standard for disposal of PII requires practices that are adequate to protect against unauthorized access or use of the PII, including at minimum shredding or burning papers containing PII and securely erasing (using U.S. Department of Defense standards or the equivalent) electronic files and other media containing PII.

7.5 Contractor Vulnerabilities

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 Security Officer (“CISO”), or designee, 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 5 (SLA Template)**.

7.6 Further Requirements

Contractor's services, and Contractor's applications, processes and systems used in the provisioning of Services, shall be approved by USAC's IT Security Team and shall comply with FISMA, NIST, and OMB requirements before Contractor may provide services.

7.7 Notification and Assistance

Contractor shall cooperate with USAC in any litigation and investigation against third parties deemed necessary by USAC to protect USAC Data, other USAC Confidential Information as defined in Article 1 of **Attachment 10, Master Services Agreement**) and/or PII. Each Party will bear the costs it incurs as a result of compliance with this Section.

8 INSTRUCTIONS AND EVALUATION CRITERIA

8.1 Master Services Agreement Contract Terms

The Contract awarded as a result of this RFP will be governed by, and subject to, terms and conditions closely based upon the Master Services Agreement set forth in **Attachment 10 (Master Services Agreement)** and all attachments herein. Offeror's submission of a proposal constitutes its agreement to the Master Services Agreement and their precedence over any other terms, requirements, or conditions proposed by Offeror.

Offeror's proposal shall identify exceptions or additional terms (collectively "Exceptions") to the Master Services Agreement. Exceptions will be reviewed/considered only if they are clearly identified in a separate **Attachment** to the proposal, titled "Exceptions to RFP Terms" and submitted in redlined word version using the Master Services Agreement. Proposals that include material exceptions to the Master Services Agreement may be considered unacceptable and render Offeror ineligible for award unless Offeror withdraws or modifies any unacceptable exceptions prior to USAC's selection of the successful Offeror for award. USAC will only review changes or additions to the Master Services Agreement that are included in Offeror's proposal. USAC will not consider or negotiate any exceptions to the Master Services Agreement not included in Offeror's proposal.

8.2 Period of Acceptance of Offers

Offeror shall ensure that its proposal remains 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.

Offeror's shall ensure that its proposal:

- A. Concisely addresses USAC's requirements, as set forth in this RFP, and should not contain a significant amount of corporate boilerplate marketing information.

- B. Is submitted to the USAC Procurement Department no later than 11:00 AM ET on February 9, 2023 (“Proposal Due Date”).
- C. Is submitted in the form of one electronic copy, submitted to rfp@usac.org. The subject line for all email communications related to this solicitation should **only** state the Solicitation Number of this RFP.

To be timely, Offeror’s proposal must be received by USAC by the Proposal Due Date at the email address specified above. Any offer, modification, revision, or withdrawal of an offer received by USAC after the Proposal Due Date and time is “late” and will not be considered by USAC - unless USAC determines, in its sole discretion, which circumstances beyond the control of Offeror prevented timely submission, or consideration of the offer is in the best interest of USAC. Proposals, once submitted, cannot be withdrawn for 120 calendar days from the date specified for receipt of offers, except with the written consent of USAC.

8.3 Submission of Questions

USAC will only accept **written questions** regarding the RFP. All questions must be emailed to rfp@usac.org no later than January 17~~6~~, 2023 at 11:00 AM Eastern Time (ET). USAC plans to post all questions and responses under this procurement on our website on January 20, 2023 at 5:00 PM ET.

8.4 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.

8.5 Documentation Requirements

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 Offeror.

8.6 RFP Key Dates

DATE	EVENT
January 6, 2023	RFP Released
January 17 6 , 2023	Questions Due to USAC by 11:00 AM ET at rfp@usac.org
January 20, 2023	Answers posted by USAC by 5:00 PM ET
February 9, 2023	Proposal Due to USAC by 11:00 AM ET at rfp@usac.org
TBD*	Demonstrations/Offeror Discussions if needed

TBD*	Final Proposal Revisions and Best and Final Offers Due by 11:00 AM ET at rfp@usac.org
March 2023	Contract Negotiations
March 2023	Anticipated Kick Off

*USAC will determine these dates after proposal submission and will notify the selected offeror/s in advance.

8.7 Contract Award

USAC will evaluate proposals and may award a contract resulting from this solicitation to the Offeror 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. USAC need not accept the lowest offer. USAC may waive informalities and minor irregularities in any or all offers received.

8.8 Identification of Confidential Information

Offeror's proposal shall clearly and conspicuously identify information contained in the proposal that Offeror contends is confidential information.

All deliverables submitted by Offeror to USAC are considered Confidential Information of USAC (as defined in Attachment 8) and are the sole property of USAC. USAC may use, copy, distribute or disclose the deliverables in its sole discretion.

8.9 Proposal Cover Page

Offeror must ensure that its proposal contains a cover page that includes the following information:

- A. The name of Offeror's organization;
- B. Offeror's contact name;
- C. Offeror's contact information (address, telephone number, email address, website address);
- D. Offeror's UEI number;
- E. The date of submittal;
- F. A statement verifying the proposal is valid for a period of 120 days; and
- G. The signature of a duly authorized Offeror representative.

8.10 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.

Corporate Information (Volume I) – *Limit to three (3) single-spaced pages, excluding financial statements.*

Each Offeror 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 Offeror 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 Offeror 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.

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

1. Differentiators

Each Offeror shall provide a brief summary of its qualifications to provide the described BPO services for USAC, including any unique differentiators. Differentiators may include employee-hiring practices, practices to retain experienced staff, staff training, methods the Offeror uses to maintain high quality standards and staff proficiency, and ability to staff for variable volumes of services. If Offeror intends to partner with another firm that will act as a subcontractor for the performance of any task related to the solicitation, Offeror 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.*

2. Summary of Project Approach

Each Offeror shall submit a summary of its approach for the provision of scalable, reliable, and high-quality BPO services for Lifeline and ACP. Offeror 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 (**Attachment 2, Section 9**), and meet designated Milestones set forth in **Attachment 9 (Transition Milestones)**.

The described approach should include a quality assurance plan indicating all key metrics and Key Performance Indicators Contractor will be measuring, including explanations of how the metrics

are measured as applicable (e.g., how Offeror tracks such as completion of "first call resolution"). Each Offeror 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.*

3. Key Personnel

As part of its RFP response, each Offeror shall provide resumes for each of its Key Personnel, including subcontractors if proposed, for all roles listed in **Attachment 4 (Key Personnel)**. Each Key Personnel will be listed with the percentage of their expected dedication to the project. Each 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 Offeror shall provide an organizational chart identifying its proposed team structure, including roles and responsibilities of those employees who would be assigned lead responsibilities.

~~Each Offeror shall provide resumes of reviewers, supervisors, and training leader.~~

Each Offeror shall identify in its response the names and citizenships 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 Offeror, 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 Offeror, Offeror shall identify such personnel and include his or her expected termination date in its proposal.

4. Contractor Capability Template

Each Offeror 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, Offeror must respond to each prompt with "Yes" or "No" as indicated on the attachment. For prompts that request a free-form response, Offeror 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*. An Offeror may provide, but is not required to provide, additional explanatory notes regarding each prompt; *such notes may not exceed 40 words per prompt*.

5. SLA Proposal

A list of SLAs is included in **Attachment 5 (SLA Template)**. Each Offeror shall fill out this tab according to the following instructions:

- A. 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 Offeror lists an SLA that does not meet or exceed the corresponding “USAC Proposed SLA”, please explain why in the “Notes” column.
- B. 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.

Offeror 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 1**.

6. RESERVED

7. Specific Prompts

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

- (1) What will be included in the stand-up phase for the BPO efforts? How would your team collaborate with USAC to integrate with NV systems? We would expect your plan to at least include: (300 word limit)
 - a. Collaborating with USAC to design and pressure test BPO-related process flows
 - b. Working with USAC to seek and incorporate external stakeholder feedback on design of BPO processes and systems
 - c. Training staff on USAC process flows
 - d. Testing and evaluating system/processes to identify and resolve issues before launch
- (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)
- (3) 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)

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

(5) Please describe your experience standing up BPO teams and tools with federal agencies, and demonstrate your expertise in navigating federal requirements such as those associated with FISMA. (500 word limit)

8. Facilities Information

As part of Offeror's 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)

9. Conflicts of Interest

Provide a description of any potential conflicts of interest (as described in Section 9.3 of this RFP) 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)

Past Performance Information (Volume III) – Limit to ten (10) single-spaced pages including diagrams.

Each Offeror shall describe three (3) examples of similar BPO support services that Offeror has provided for similar-sized BPO operations in the past five (5) years. Where the example(s) of similar BPO 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 4 (Key Personnel) will have been heavily involved in at least one (1) of the provided examples of past performance.

Past performance information should specify details across six broad areas:

- a. **Program Oversight** – build of a program similar in nature to the required BPO activities, including details on speed to ramp up each activity and process improvement to reduce manual work and improve efficiency and reporting.
- b. **Recent and Relevant:** This will be evaluated based on Offeror's discussion of its past performance for similar efforts, information obtained from Offeror's references (including detailed references for Offeror's proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in Offeror's proposal that are not identified as references).
- c. **Past SLA performance** – success in meeting SLAs promised to previous clients.

- d. **Customer support** – provision of BPO services for previous clients across all channels.
- e. **Application Processing** – Reviewing, validating, and processing application decisions.
- f. **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 Lifeline and ACP base, large and small service providers and healthcare facilities.

Each Offeror shall provide three (3) references for whom Offeror provided similar services in the past five (5) years, including contact information for Offeror's point of contact at each reference. If required by a reference, Offeror 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, Offeror shall clearly state that the reference is that of the subcontractor and not Offeror.

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 Offeror's proposal. Although USAC will follow-up with the contacts, Offeror, 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.

Price Proposal (Volume IV)

1. Each Offeror 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 Offeror will provide the **following**: A bid with a combination of fixed and transactional pricing for the entire scope of work outlined in the RFP. Offeror shall propose the following prices in the bid sheet (Attachment 1):
 - a. Stand-up FFP – Fixed fee to cover all costs for initial set up of the work.
 - b. Ongoing FFP – Provide fixed fee pricing, to cover monthly costs of providing set contract requirements, including project management, reporting, auditing, and continuous improvement.
 - c. Variable fee – Fees to cover per unit service costs for services outlined in Attachment 2, SOW; Offeror 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. Offeror may provide prices for additional services as desired, but this is optional. Each Offeror may propose pricing tiers for each service if they wish to do so. The variable fee will include at a minimum the activities/services as detailed in **Attachment 1 (Bid Sheet)**:

- d. Improvement terms – Percentage of per unit variable or per service fixed fee that Offeror will commit to reducing annually.
 - e. CSLA Service Level Credits – Percentage of total fixed or variable fee that will not be paid if Offeror fails to meet the minimum performance on any of the CSLAs for a particular month.
2. 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.

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 Offeror during the Contract Term the following categories of insurance, and supply a copy of the insurance certificate(s).

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

1. Worker's Compensation:
 - (a) State: Statutory
 - (b) Employer's Liability US\$1,000,000 per accident
2. Commercial General Liability:
 - (a) US\$1,000,000 Per Occurrence on a Per Project or Per Location Basis
 - (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 \$1,000,000 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 Cyber Liability (*If applicable based upon the Scope of Work of this RFP*)
 - (a) Each incident and aggregate US \$25,000,000

Insurance shall be maintained for not less than three (3) years after the Contract Term. Evidence of coverage shall be provided to USAC on an annual basis.

Evaluation

Evaluation Criteria

USAC will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors shall be used to evaluate offers and select the Contractor: Price, Past Performance, Technical, and Transition Management. Each Offeror's response to the Master Service Agreement and associated shift in risk to USAC will be included in overall evaluation.

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 Offeror performance (e.g., service level credits due to missed KPI targets), or over time (e.g., cost efficiencies from continuous improvement).

Offeror 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.

Past Performance: Past performance information will be evaluated to assess the risks associated with each Offeror's potential performance of this effort, considering the relevance, recency (within

the past five (5) years), and quality of Offeror's past performance on past or current contracts for the same or similar services. USAC will also consider whether Offeror 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:

- **Program Oversight** – build of a program similar in nature to the required BPO activities, including details on speed to ramp up each activity and process improvement to reduce manual work and improve efficiency and reporting.
- **Recent and Relevant:** This will be evaluated based on Offeror's discussion of its past performance for similar efforts, information obtained from Offeror's references (including detailed references for Offeror's proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in Offeror's proposal that are not identified as references).
- **Past SLA performance** – success in meeting SLAs promised to previous clients.
- **Customer support** – provision of BPO services for previous clients across all channels.
- **Application Processing** – Reviewing, validating, and processing application decisions.
- **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 Lifeline and ACP base, large and small service providers and healthcare facilities.

This will be evaluated based on Offeror'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 Offeror's references (including detailed references for Offeror's proposed teaming partner(s) and/or subcontractor(s), as applicable) and information that may be obtained from any other sources (including government databases and contracts listed in Offeror's proposal that are not identified as references).

Technical: USAC expects that all Offerors will meet a variety of technical criteria. For example, all Offerors will need to discuss their ability to perform against a variety of metrics / SLAs (e.g., manual review time, service level), and they will also need to discuss their core technical capabilities (e.g., ability to process incoming mail). Finally, Offeror's must demonstrate that they have incorporated sufficient redundancies into their operations. Technical information will be evaluated across four (4) broad areas:

- **SLAs** – Offeror's agreed SLAs, and how they compare to the SLAs desired by USAC, set forth in **Attachment 4 (SLA Template)**.
- **Capabilities** – Offeror's ability to meet the capabilities outlined in the capability template set forth in **Attachment 3 (Vendor Capability Checklist)**.

- **Scalability** – Offeror’s ability to quickly ramp up (or down) capacity.
- **Redundancy** – Offeror’s disaster recovery plans, ability to provide highly reliable / continuous service, and wide geographic reach (e.g., ability to serve multiple time zones easily).

Transition Management: Offeror 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. Contractor may be required to integrate these new features, and must demonstrate the ability to do so. Transition management will be evaluated across three broad areas:

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

8.11 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 Offerors from further consideration based on a comparative analysis of Offeror proposals, with primary focus on the price proposal. USAC may, in its sole discretion, consider other factors such as quality of proposal, technical capabilities and past performance. Proposals that include proposed prices that are significantly higher than the median proposed price for all Offerors may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the awarded Contract may also be excluded from the competition.

8.12 Discussions

USAC may hold discussions with the highest rated Offerors. Discussions will include issues related to the Offeror’s Technical, Past Performance, and Price proposals, and include a targeted demonstration of USAC provided use cases and data. Information for inclusion in discussions will be provided by USAC in advance.

Offers that take material exceptions to RFP requirements, including the Master Services Agreement, will be evaluated as technically unacceptable and will be ineligible for award unless

USAC subsequently amends the RFP to modify the requirements, or if discussions are held, decides to address the exceptions during discussions and thereby resolves the exceptions.

8.13 Final Proposal Revisions and Best and Final Offers

After conclusion of discussions, Offerors may be invited to submit final proposal revisions (“FPR”) and best and final offers (“BAFO”). At this time, Offerors can make changes to their proposal submissions to address questions and concerns, and competitive pricing specifically addressed in discussions. USAC will send out further instructions on submission of FPR and BAFO to selected offerors during proposal evaluation.

8.14 Competitive Negotiation Using Best Value Selection

This solicitation will be conducted using “Best Value Selection” that results in an award that is most advantageous to USAC based on the best value combination of: (a) evaluated qualitative merit and (b) evaluated price (cost) of the offers submitted. Best Value Selection is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (cost). However, USAC will consider awarding to an Offeror with a higher evaluated price (cost) if the offer demonstrates the difference in price (cost) is commensurate with the higher qualitative merit. Conversely, USAC will consider awarding to an Offeror with a lower evaluated qualitative merit if the price (cost) differential between it and other offers warrants doing so.

8.15 Responsibility Determination

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

- A. Offeror has sufficient resources to perform the Contract;
- B. Offeror has a satisfactory record of performance, integrity, and business ethics;
- C. Offeror has the accounting systems and internal controls, quality assurance processes and organizational structure, and experience necessary to assure that contract work will be properly performed and accurately invoiced; and
- D. Offeror has the facilities, and 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 Offeror. 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 Offeror 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 Offerors 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 Offeror 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 is defined in Article 1 of the Master Services Agreement.

9.3 Conflicts of Interest

Some of Offeror's services are in support of USAC's administration of the USF, and as such Offeror 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 Offeror or any Offeror 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. Offerors 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 Offerors 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

Offerors should fully comply with this RFP or as otherwise communicated by USAC. Each Offeror 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 Offeror.

No Offeror 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 Offeror's staff and any staff member of USAC, other than through the designated USAC RFP primary contact.

9.5 Publicity

Offeror shall 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 **Attachment 8 (Confidentiality Agreement)**.

9.6 Costs and Expenses

Offeror 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, Offeror 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 Offeror.

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 an Offeror may desire or deem to be material in connection with this RFP. In all cases, Offerors should conduct their own investigation and analysis. In particular, Offerors 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 an Offeror 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). Offerors 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 Offerors with enough information to build their proposals, but it is the Offerors' responsibility to request any additional information that it reasonably believes it may need in connection with this RFP. The Offeror 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

- 1. Attachment 1: Bid Sheet**
- 2. Attachment 2: Statement of Work**
- 3. Attachment 3: Vendor Capability Checklist**
- 4. Attachment 4: Key Personnel**
- 5. Attachment 5: SLA Template**
- 6. Attachment 6: Volumes**
- 7. Attachment 7: Security and Confidentiality Procedures**
- 8. Attachment 8: Confidentiality Agreement**
- 9. Attachment 9: Transition Milestone**
- 10. Attachment 10: Master Services Agreement**
- 11. Attachment 11: Change Control Procedures**
- 12. Attachment 12: Interconnection Security Agreement (this attachment will be shared during contract award)**
- 13. Attachment 13: USAC Records Retention Policy**

Note: In order to receive Attachment 7, 11, ~~12~~, and 13, please email a signed copy of Attachment 8: Confidentiality Agreement to Noor.Jalal@usac.org and RFP@usac.org.