

USAC SOLICITATION FOR**RHC Forms Processing RFP****CONTRACT INFORMATION:**

Method of Solicitation: Request for Proposal ("RFP")
Award Effective Date: TBD
Contract Period of Performance: TBD
Solicitation Number: RHC-21-095
Solicitation Issue Date: November 12, 2021
Offer Due Date: December 2, 2021

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
Becca Wray Manager of Procurement P: 202-772-4544 E: becca.wray@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 Business Process Outsourcing (“BPO”) services for the Rural Health Care (“RHC”) program (the entity to be awarded the work to be referred to as “Contractor”). Contractor must produce accurate funding determinations, while also maintaining timely and user-friendly processes for the participants of the federal RHC program. Contractor must demonstrate the ability to build and sustain a workforce that will become knowledgeable about RHC policies and procedures, 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; 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:

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.

This RFP will support the RHC program.

1.2 Goals

Contractor shall possess expertise and extensive experiencing standing up and operating a BPO including all supporting functions and fulfill BPO performance-based Service Level Agreement (“SLA”) requirements, see **Attachment 4 (SLA Template)**. USAC will manage Contractor relationships and define SLA metrics for core BPO work with clear timelines and budget implications (including incentives/credits).

The goals and objectives of this project are to:

1. Produce accurate funding determinations while also maintaining timely and user-friendly processes for participants of the federal RHC program.

2. Add to BPO workforce and sustain service level contractors that will become knowledgeable about RHC policies and procedures.

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 Contractor to USAC is subject to disclosure under the Freedom of Information Act. Information systems at USAC, including the solution proposed by the Contractor, 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 either USAC’s headquarters at 700 12th Street NW, Suite 900, Washington, DC 20005 (USAC Headquarters), 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 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, status, 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., National Verifier and NLAD).**
- D. Status update meetings and other meetings may be held virtually, except to the extent that USAC or the 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 445 12th St SW Washington, DC 20554. USAC will not reimburse Contractor for any Travel related expenses under this Contract.

- E. Within five (5) business days, upon written request by USAC, Contractor shall provide a Continuity of Operations Planning (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.

1.5 Confidentiality

This RFP and any resultant contract is subject to the terms found in **Attachment 9 (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 Definitions

- A. BPO Operations Activity means the three (3) major CLIN activities: BPO - Forms Processing; Healthcare Connect Fund (HCF), BPO – Forms Processing; Telecom and Optional Services.
- B. Go Live means the date that BPO invoice process and Processing Centers begin to log user activity.
- C. Optional Services are set forth in **Attachment 1 (Bid Sheet)** for variable labor rate details.
- D. Optional Services Term means the period of time that USAC may obtain Optional Services pursuant to **Attachment 2 (Statement of Work)**. USAC may, at its option and in its sole discretion, enter into an Optional Services Term with Contractor. USAC shall have one (1) Optional Services Term.
- E. Returned Invoice is defined as any RHC BPO invoice activity with an error that impacts the disbursement amount or the decision is not fully documented according to the procedures in so that it must be returned for correction or additional work.
- F. Services is defined as the services provided by Contractor to USAC within the scope of this RFP, including without limitation, Added Services and Transition Services.
- G. Training Period is defined as the initial onboarding, including system access (FCC and USAC) and train-the-trainer sessions for each Telehealth Activity.

- H. Ramp Up Period is defined as the training period plus 15 working days or one week after the first batch of Quality Assurance returns are received per RHC BPO activity. The SLA credit will not be applicable during this period.
- I. Invoice Line is defined as the invoice line submitted by the applicant on the invoice. Each invoice submitted may contain multiple invoice lines for various funding requests for an Applicant.

2.2 Contract Type

USAC intends to award a contract to a single Contractor (“Contract”). Contractor 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 Contractor 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 Vendor provided **Attachment 1 (Bid Sheet)** to the RFP. The Contract price will include all direct and indirect costs set forth in this Section 2.2, 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 Contractor for any travel related expenses.

2.3 Contract Term

The initial term of the Contract (the “Initial Term”, which, together with any Option Term, as, shall be referred to as the “Term”) will commence on the Effective Date and will continue for twelve (12) months, unless the Contract is sooner terminated in accordance with its terms.

USAC may, in its sole discretion, extend the Term of the Contract for up to three (3) twelve (12) 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 Term.

2.4 Contract Pricing

USAC anticipates that the Contract will have a hybrid fee structure of FFP, FUP and a variable hourly labor rate, as described below. The Contract will be divided into three (3) distinct contract line item numbers (“CLIN”s) and will be priced separately (CLIN 1-2, Sections 2.4.01-02 table below) is required and CLIN 3 (Section 2.4.03 below) is an optional CLIN, to be executed at USAC’s sole discretion. These tasks are detailed below and in **Attachment 2 (Statement of Work)**. USAC intends to award one contract under this procurement. The FFP and/or the FUP rates must be fully burdened and include all wages, overhead, general and administrative expenses, taxes and profit for each category of labor.

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.

CLIN	RHC BPO Activity	CLIN TYPE
01	BPO – Forms Processing Healthcare Connect Fund (“HCF”)	FFP and FUP
02	BPO – Forms Processing Telecom	FFP and FUP
03	Optional Services – RHC Program	Variable Labor Rate

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 4 (SLA Template)**.

The primary performance standards applicable to the Contractor are identified below (See Section 5). 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

4.1.1 Project Kick-off Meeting

Contractor shall schedule, prepare an agenda 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 Contractor Key Personnel, 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.

4.1.2 Monthly Steering Committee

Contractor shall schedule, prepare an agenda and coordinate monthly meeting with USAC / FCC governance body (likely containing Executive leadership, USAC CFO, USAC CIO, and FCC representatives). Meetings should include project status updates, product demos, a summary of challenges experienced by Contractor in performing its duties, including alternative strategies for accomplishing its tasks, as appropriate.

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 (e.g., 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. Communications Privacy Act 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 RHC 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 reviews team is available to program participants during regular business hours of 8am – 8pm 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.
- J. Contractor shall be responsible for all work performed by any subcontractors.

6 PERFORMANCE

6.1 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 SLAs. The proposed SLAs are listed in **Attachment 4 (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 stand up a CI team with clear governance for the entire CI process, as agreed to by USAC.
- 6.2.2 Contractor shall stand up a process to collect feedback from key stakeholders to be approved by USAC before stand-up.
- 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.
- 6.2.5 Contractor shall set up regular monthly meetings to review the improvement initiatives and their measurable impact.
- 6.2.6 Contractor shall assess the initiatives and plan for the implementation of selected initiatives.

6.2.7 Contractor shall track and publish the measured impact of implemented initiatives to USAC.

7 SECURITY

7.1 Data Safeguards

In providing the Services, Contractor shall conduct itself in a manner that safeguards USAC Data 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 8 (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, prior to Milestone: Launch. USAC reserves the right to inspect the Authority to Operate (“ATO”) 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, 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 Continuity of Operations Plan (“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. 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 (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. 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 4 (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 4 (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.

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 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 Contract Terms and Conditions Sheet

The Contract awarded as a result of this RFP will be governed by, and subject to, terms and conditions closely based upon the Terms and Conditions Sheet set forth in **Attachment 3 (Terms and Conditions)** and all attachments herein. Offeror's submission of a proposal constitutes its agreement to the Terms and Conditions and their precedence over any other terms, requirements, or conditions proposed by Offeror.

Offeror's proposal shall identify deviations from, or revisions, exceptions or additional terms (collectively "exceptions") to the Terms and Conditions Sheet, but only if such exceptions are clearly identified in a separate **Attachment B** to Volume II, "Exceptions to RFP Terms." Proposals that include material exceptions to the Terms and Conditions 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 Terms and Conditions that are included in Offeror's proposal. After selection of the awardee, USAC will not consider or negotiate any exceptions to the Terms and Conditions.

8.2 Period of Acceptance of Offers

Offeror's 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 address USAC's requirements, as set forth in this RFP, and should not contain a significant amount of corporate boilerplate marketing information.
- B. Be submitted to USAC Procurement Department no later than 11:00 AM ET on December 2, 2021 ("Proposal Due Date").

- C. Be submitted in the form of one electronic copy submitted to Becca.wray@usac.org and 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, Offeror's proposal must be received by USAC by the proposal due date at the email address specified above. Any offer, modification, revision, or withdrawal of an offer received at the USAC office designated in the solicitation after the proposal due date and time is "late" and will not be considered by USAC, unless USAC determines, in its sole discretion, that circumstances beyond the control of Contractor 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 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 November 18, 2021 at 11:00 AM Eastern Time (ET). USAC plans to post all questions and responses under this procurement on our website on November 19, 2021 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
November 12, 2021	RFP Released
November 18, 2021	Questions Due to USAC by 11:00 AM ET
November 19, 2021	Answers posted by USAC
December 2, 2021	Proposal Due to USAC by 11:00 AM ET
December 7, 2021	Contractor Discussions
December 8, 2021	Final Proposal Revisions and Best and Final Offers Due by 11:00 AM ET at rfp@usac.org
December 16, 2021	Contract Negotiations
January 3, 2022	Work Commences

8.7 Contract Award

USAC will evaluate proposals and may award a contract resulting from this solicitation to the Contractor 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 waive informalities and minor irregularities in 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 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's must ensure that its proposal contains a cover page which 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 DUNS 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 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.

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

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, such its employee hiring practices, and its practice to retain experiences staff. Staff training, and methods the vendors use to maintain high quality standards, staff proficiency and meet USAC velocity projections are other unique differentiators include in the summary. 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.*

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 set forth in **Attachment 10 (Transition Milestones)**.

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.*

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 provide example resumes of reviewers, supervisors, and training leader.

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.

4. Contractor Capability Template

Each vendor shall respond to a series of questions regarding capabilities and components offered in **Attachment 5 (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.*

5. SLA Proposal

A list of SLAs is included in **Attachment 4 (SLA Template)**. Each vendor 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 the vendor lists an SLA not at least as good as 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.

6. Term Sheet Response

Each vendor shall include a markup of the term sheet attached as **Attachment 3 (Term and Conditions)**, 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.

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:

What will be included in the transition phase for the functions set forth in **Attachment 10 (Transition Milestones)**? 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)*

1. How your team would collaborate with USAC to design and develop process flows, knowledge base, and training?
2. How your team would collaborate with USAC to integrate platforms?
3. How your team would train staff on USAC procedures?; and
4. How your team would testing and evaluate system/processes to identify and resolve issues before full transition?

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)*

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 RHC 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)*

What is your staffing model to retain proficient reviewers (e.g., percentage of staff that will return to the project after period of performance gaps)? Please provide instances where you were able to retain staff between periods of performance gaps. *(250 word limit)*

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)*

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)*

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

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)*

Although the contractor is required to use USAC's existing IT tool suite (including RHC Systems) 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 integrate or supplement USAC's existing systems. *(400 word limit)*

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)*

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)*

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 (Key Personnel) 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.

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 set up of the RHC work.
- 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.
- c. Variable fee – Fees to cover per unit service costs for services outlined in Sections 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;

Note: USAC wants each service priced separately.

- d. Blended Labor Hour Rate
Provide a blended rate for these types of and any added / optional services.
 - i. Application Processing;
 - ii. Funding Commitments;
- e. Improvement terms – Percentage of per unit variable or per service fixed fee that the vendor will commit to reducing annually.
- f. 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.

- 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 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.

Evaluation**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.

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.

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).

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 set forth **Attachment 4 (SLA Template)**
- **Capabilities** – Vendor's ability to meet the capabilities outlined in the capability template set forth in **Attachment 5 (Vendor Capability Checklist)**.
- **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).

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.

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

8.12 Discussions

USAC may hold discussions, with highest rated Offerors, December 7, 2021. Discussions will include issues related to the Offeror's Technical, Past Performance, Price proposals and include a targeted demonstration of USAC provided use cases and data. Information for inclusion in discussions will be provided by USAC no later than December 6, 2021.

Offers that include material deviations from, or take material exceptions to, RFP requirements, Terms or Conditions 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 will be held, decides to address the deviations/exceptions during discussions and thereby resolves the deviations/exceptions are thereby resolved.

8.13 Final Proposal Revisions and Best and Final Offers

After conclusion of discussions, Offeror's may be invited to submit final proposal revisions ("FPR") and best and final offers ("BAFO"). At this time, Offerors can make changes to its proposal submissions to address questions and concerns and competitive pricing specifically addressed in discussions. FPR and BAFO's will be due no later than December 8, 2021 at 11:00 AM ET.

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 warrant 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, 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 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) 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 offeror in the performance of this Contract; and (6) any Information identified as confidential by the disclosing party.

9.3 Conflicts

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 prospective 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. Potential 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

Prospective Offerors should fully comply with this RFP or as otherwise communicated by USAC. Each prospective 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 prospective 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 prospective Offerors' staff and any member of staff 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 9 (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, prospective 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 prospective 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 a prospective Offeror may desire or deem to be material in connection with this RFP. In all cases, prospective Offerors should conduct their own investigation and analysis. In particular, prospective 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 a prospective 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). Prospective 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 prospective Offerors with enough information to build their proposals, but it is the prospective Offerors' responsibility to request any additional information

that it reasonably believes it may need in connection with this RFP. The prospective 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**

- 10.1 **Attachment 1: Bid Sheet**
- 10.2 **Attachment 2: Statement of Work**
- 10.3 **Attachment 3: Terms and Conditions**
- 10.4 **Attachment 4: SLA Template**
- 10.5 **Attachment 5: Vendor Capability Checklist**
- 10.6 **Attachment 6: <PLACE HOLDER - Non-Key Personnel Job Description>**
- 10.7 **Attachment 7: RHC Form Templates**
- 10.8 **Attachment 8: Security and Confidentiality Procedures**
- 10.9 **Attachment 9: Confidentiality Agreement**
- 10.10 **Attachment 10: Transition Milestones**