

**USAC SOLICITATION FOR**

**Schools and Libraries (E-Rate) Program  
Business Process Outsourcing (BPO) Services – 3<sup>rd</sup> Revision**

**SOLICITATION INFORMATION:**

**Method of Solicitation:** Request for Proposal ("RFP")  
**Award Effective Date:** TBD  
**Period of Performance:** (1~~5~~<sup>2</sup>) month base period; four (4) twelve (12) month option periods  
**Solicitation Number:** SL-25-034  
**Solicitation Issue Date:** March 19, 2025  
**Offer Due Date:** May 19, 2025 at 11:00 AM ET

**CONTRACT TO BE ISSUED BY:**

Universal Service Administrative Co.  
 700 12<sup>th</sup> Street NW, Suite 900  
 Washington, D.C. 20005

**USAC RFP PRIMARY CONTACT:**

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RFP COVER PAGE

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## **1. INTRODUCTION**

USAC is seeking a contractor for business processing services for the federal Universal Service Schools and Libraries Program (referred to herein as “Schools and Libraries Program,” “E-Rate Program,” and “E-Rate”). 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”. This RFP is for processing work conducted in the Schools and Libraries Program, which processes approximately 36,000 funding applications annually, manages toward an annual cap of over \$5.06 billion, and supports the build-out and provision of high-speed Internet access and telecommunications at affordable rates to eligible schools and libraries.

### **1.1. Background**

USAC is the administrator for the Federal Communications Commission (“FCC”) 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:

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

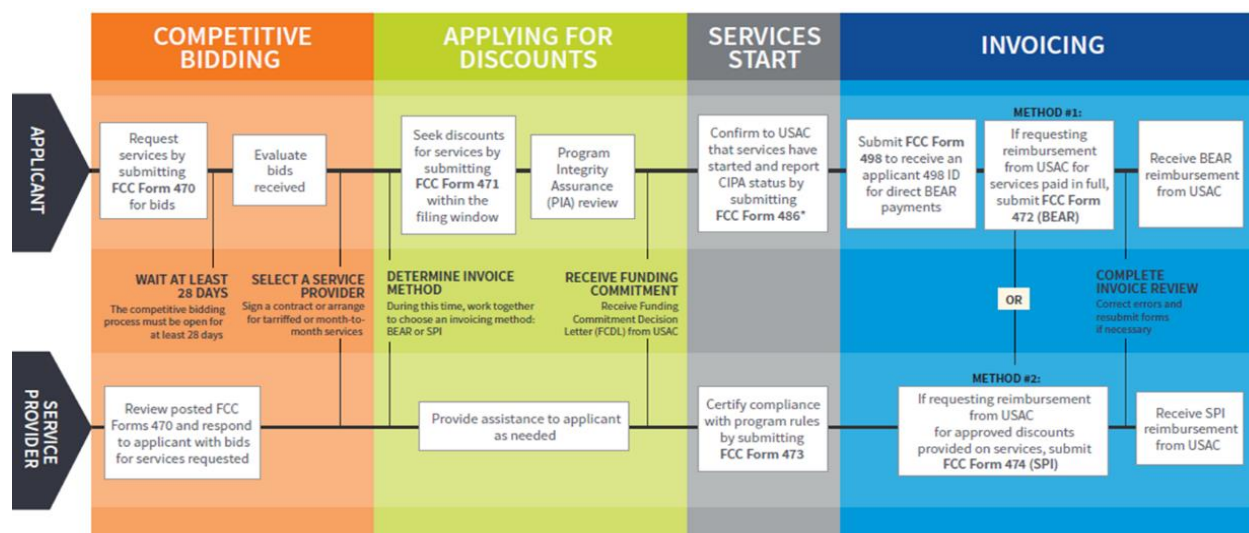
The subject of this RFP is the E-Rate Program.

### **1.2. Description of the E-Rate Program**

The E-Rate Program helps ensure that eligible schools and libraries can obtain high-speed Internet access and telecommunications at affordable rates by providing discounts on eligible data transmission services and Internet access, internal connections, basic maintenance of internal connections, and managed internal broadband services and equipment. This program helps support over 130,000 schools and libraries. Eligible entities include nearly all public schools, many private schools, and public and special libraries (including Tribal libraries) in every state, the District of Columbia, and five U.S. territories. The E-Rate Program processes approximately 36,000 funding applications filed by entities seeking support for E-Rate services. USAC, as the fund administrator, does not set policy, but administers the E-Rate Program under the oversight of the FCC and in accordance with its rules, regulations and directives.

The Schools and Libraries Division (“SLD”) within USAC has the primary responsibility for administering the E-Rate Program. SLD’s staff is organized into three primary areas – (1) operations, (2) systems development and reporting, and (3) outreach. SLD relies on a business process outsourcing (“BPO”) contractor to handle processing work including application review, appeals, post-commitment application modifications, and invoicing to support the annual funding process for the E-Rate Program. The majority of these processes are supported by USAC’s information technology (“IT”) information system and the E-Rate Productivity Center (“EPC”), which is a cloud-based portal used by both internal and external users. Certain functions, such as invoicing and the processing of requests associated with older funding years, are handled through USAC’s IT legacy systems, which consist of custom software, a few commercial off the shelf (“COTS”) products, and an Oracle database. The IT legacy system functionality is in the process of being moved to EPC, eliminating the need for separate systems for invoice processing and processing of applications and other transactions for Funding Year 2015 and prior. The Contract awarded as a result of this RFP will only process applications in EPC as USAC will handle processing all legacy applications.

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



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

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

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

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

### **1.3. Description of the E-Rate Productivity Center**

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

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<sup>1</sup> See *Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184, *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870, para. 5 (2014) (*First 2014 E-Rate Modernization Order*); *Modernizing the E-Rate Program for Schools and Libraries*, WC Docket No. 13-184 *et. al.*, Second Report and Order and Order on Reconsideration, 29 FCC Rcd 15538, paras. 8, 119-130 (2014) (*Second 2014 E-Rate Modernization Order*).

#### 1.4. Goals

Contractor shall possess expertise and extensive experience standing up and operating a BPO including all supporting functions, and shall fulfill BPO performance-based service level agreements (“SLAs”) requirements as set forth in **Attachment 5 (Service Level Agreements)**. 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 the services requested in **Attachment 2 (Statement of Work)**.

#### 1.5. Company Profile

USAC is a not-for-profit corporation organized under the laws of the state of Delaware, which administers the USF under the oversight of the FCC. USAC is not a federal agency, a government corporation, a government controlled corporation, and is not established by the Executive Branch of the United States Government. USAC is also not a federal contractor, and any 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 any solution proposed by 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.

#### 1.6. 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”), Contractor offices, or such other location as USAC may approve in its sole discretion. All Contractor and Subcontractor personnel under the Contract must work from Contractor or approved Subcontractor offices. Telework is not authorized under the Contract. Contractor offices must be ~~located within one hundred (100) miles of USAC’s Headquarters~~accessible to USAC staff to enable USAC staff to visit frequently and observe contractor activities ensuring contractor compliance with USAC procedures and timely and accurate reviews of E-Rate transactional activities. ~~Alternatively, Contractor offices may be located further than one hundred (100) miles from USAC’s Headquarters where travel options enable USAC staff to reach Contractor offices in less than four (4) hours.~~
- 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 employees 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 a federal system of records (i.e., EPC).**
- D. Status update meetings and other meetings may be held virtually, except to the extent that USAC or Contractor require in-person presence, and in accordance with USAC and Contractor Continuity of Operations Plan ("COOP"). Contractor staff will be considered visitors when on site at USAC Headquarters for meetings or to conduct audits. All visitors must complete USAC's Visitor Form, [USAC Visitor Form](#), and wear a badge at all times while on site. 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, D.C. 20554. USAC will not reimburse the 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 applicable Occupational Safety and Health Administration (OSHA) Regulations as set forth in Article 1 of **Attachment 10 (Master Services Agreement)**. Nothing in this Section shall excuse noncompliance with any applicable federal, state and local laws establishing more protective safety protocols than those established herein.

### **1.7. 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 multi-year term, 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") and fixed unit price ("FUP") 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 FUP 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 percent of variable fees for failing to reach agreed upon goals for SLAs within each billing period. Details of credits and definitions of SLAs will be defined in contract negotiations with the selected Offeror. Offeror must address any concerns with SLAs or other milestone credits in its response to this proposal to minimize negotiation and contract award time.

In addition to the ongoing FFP and FUP pricing, 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 the program requirements described below.

### **2.3. Contract Term**

The initial term of the Contract will commence on the Award Effective Date (as dated on page one of this RFP) and will continue for ~~twelve-fifteen~~ (15<sup>2</sup>) months, unless the Contract is sooner terminated in accordance with its terms ("Initial Term"). The Initial Term shall consist of a three (3) month stand-up period followed by a twelve (12) month base year period of performance.

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 fixed pricing and transactional pricing with an overall not-to-exceed (NTE) price for each year. Transactional pricing will be a variable fee per unit. The variable per unit fees will pay for all costs associated with the volume of services rendered as described in **Attachment 6 (Volumes)**, which will be made available in a virtual reading room that allows limited access to a secured website containing the attachments pertaining to this RFP for Offerors that execute a signed Confidentiality Agreement ("Virtual Reading Room<sup>2</sup>"). The per unit price for each FUP service described in **Attachment 2 (Statement of Work)** may be tiered based on increasing volume expectations, and Offeror may amend **Attachment 1 (Bid Sheet)** to bid a range of volume tiers. If Offeror wishes to bid a range of volume tiers, Offeror must submit a separate Bid Sheet with the proposed amendments.

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<sup>2</sup> Documents in the Virtual Reading Room are for reading purposes and are prohibited from being copied, reproduced, distributed, published, modified, shared, or transmitted.

The bidders should also provide a separate firm fixed price bid for the entire scope of work outlined in the RFP and attachments for each year of the contract. Fixed price activities include project management, reporting, audits, continuous improvement, and other fixed monthly costs. USAC anticipates attaching service level credits of at least five percent (5%) of fees for failing to reach agreed upon goals for any SLAs within each billing period. Details of service level agreements credits and definitions of service levels are defined in **Attachment 5 (Service Level Agreements)**, which will be made available in the Virtual Reading Room.

In the event that the FCC significantly changes the E-Rate Program and/or USAC's roles and/or responsibilities in the program, USAC reserves the right to terminate the Contract for impracticability.

Contractor will be expected to bid improvement terms committing to a percentage reduction in per unit and/or per service prices year-over-year due to process improvements (please note: Contractor will bid exact percentage amount in **Attachment 1 (Bid Sheet)**). Cost savings significantly higher than the committed improvement terms (e.g., due to increased automation or updates to process requirements from USAC) are expected to be shared equitably between USAC and Contractor based on gain-sharing mechanisms to be determined and agreed upon in negotiations.

In addition to the variable or fixed fees for ongoing services, USAC may consider paying an initial Stand-Up FFP for Contractor to stand up operations by agreed upon milestone deadlines. The Stand-Up FFP will be allocated across milestones proposed by Contractor and agreed upon at contract signing in accordance with **Attachment 9 (Transition Milestones)**.

In order to obtain the most cost-effective option, USAC requests that Offerors provide at least two (2) pricing options, as outlined in **Section 6.10, Proposal Content (Volume 4)**. Offerors are **encouraged to present additional creative pricing options** that may prove more cost-effective for USAC than the two (2) options requested.

## **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, which are listed in **Attachment 5 (Service Level Agreements)**.

The primary performance standards applicable to Contractor are identified in **Attachment 2 (Statement of Work, Section 4 Performance)**. Contractor shall present itself to all customers as USAC, not as a third-party contractor.

## **3. OPERATIONS**

### **3.1. Responsibilities and Requirements of Contractor**

The primary responsibilities and requirements of Contractor are identified below.

- 3.1.1.** Contractor and its reviewers, staff, and employees working on the USAC account shall be located within the United States.
- 3.1.2.** Contractor shall operate its facility in accordance with all federal and state laws and regulations, to include compliance with any accessibility-related requirements (e.g., [Section 508 compliance](#)) and with the Electronic Communications Privacy Act and other similar state wiretapping laws (e.g., for recording customer support calls).
- 3.1.3.** Contractor shall provide a turn-key, full service operation to include, but not limited to: facilities; equipment, including telephone instruments, related lines, and cable; telephone service; personal computers; software; circuits; staff; training; setup, testing; and reporting. Contractor shall be responsible for the installation of the required cable and wire at any of its facilities. Contractor shall also provide USAC with office space that includes, but is not limited to: a separate room with at least two (2) workstations, access to internet, printers, and telephones.
- 3.1.4.** Contractor shall forecast demand and keep strong workforce management principles to maintain adequate staffing and meet performance standards described in this RFP. Staffing must be sufficient to ensure critical service levels are always met.
- 3.1.5.** Contractor will use USAC's E-Rate IT systems, including but not limited to, EPC and Tableau where required to conduct the reviews. However, Contractor may suggest additional tool(s) that could be used to supplement existing tools that would drive efficiencies.
- 3.1.6.** Contractor shall ensure that the review teams are available to program participants during regular business hours of 8:00 AM – 8:00 PM ET ("Business Hours").
- 3.1.7.** Contractor shall ensure that a supervisor is available during Business Hours to handle escalation, and that program participants will always be transferred to a manager upon request.
- 3.1.8.** Contractor shall be responsible for all work performed by any subcontractors.
- 3.1.9.** Contractor shall work collaboratively with USAC to continue to improve the program and to provide input to design workflows, procedures, systems interfaces and any technical components that will directly impact the efficiency of the program.
- 3.1.10.** Contractor shall provide the following functions, including but not limited to:
  - 3.1.10.1.** Utilization of various technologies provided by USAC, including but not limited to EPC and Tableau.

- 3.1.10.2. Creating and maintaining accurate and continuously-updated procedures for use by reviewers that contains program guidance and action steps;
- 3.1.10.3. Responding to requests for information, escalating to USAC representatives as agreed upon with USAC; and
- 3.1.10.4. Entering data into the USAC systems and databases.
- 3.1.10.5. Contractor shall provide mail and form processing and digitization services, including but not limited to:
- 3.1.10.6. Entry of form data into system or databases,
- 3.1.10.7. Mailing notifications and reports to applicants and service providers, and
- 3.1.10.8. Scanning provided supplementary documentation.

**3.1.11.** Contractor shall ensure that the following are reported to USAC and included in any invoice:

- 3.1.11.1. Name and address of Contractor;
- 3.1.11.2. Invoice date, number and period of performance;
- 3.1.11.3. Contract number
- 3.1.11.4. Name and address of official to whom payment is to be sent or to notify in event of invoice or payment issues; and
- 3.1.11.5. Any other substantiating documentation or information as reasonably required by USAC.

**3.1.12.** Additional capabilities Contractor will provide shall be set forth in **Attachment 3 (Vendor Capability Checklist)**.

**3.1.13.** Contractor shall work with USAC to develop an ongoing training and staff development program for all reviewers and managers.

**3.1.14.** Contractor shall dedicate at least one (1) staff member to develop performance metrics and provide regular insights and reporting on those metrics.

#### **4. SCOPE OF SERVICES**

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

#### **5. MEETINGS**

##### **5.1. 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 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 5.8 of this RFP and **Attachment 4 (Key Vendor Personnel and Contract Staff Requirements)**), 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 review the project plan within five (5) business days. All Contract modifications and amendments must be approved in writing by an authorized USAC Procurement representative.

## **5.2. Weekly Status Meetings**

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

Contractor shall prepare a status report 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.

## **5.3. 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.

## **5.4. Operational Review Meetings**

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

## **5.5. Accessibility**

Key Personnel must be accessible via telephone or email during USAC's normal business hours, Monday through Friday (9:00 AM - 6:00 PM ET).

## **5.6. 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).

## **5.7. Monthly Steering Committee**

Contractor shall schedule, prepare an agenda and coordinate monthly meetings with USAC / FCC governance body (likely containing Executive leadership, USAC Chief Financial Officer, USAC Chief Information Officer, 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.

## **5.8. Key Personnel**

**Attachment 4, (Key Vendor Personnel and Contract Staff Requirements)**, details the minimum personnel who shall be designated as Key Personnel. 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.

# **6. PROPOSAL SUBMISSION INSTRUCTIONS**

## **6.1. 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 considered only if they are clearly identified in a separate **Attachment B** to Volume II, titled "**Exceptions to RFP Terms.**" USAC cannot accept any exceptions or changes to the following terms of the Master Services Agreement:

- ~~19. Indemnification~~
- ~~20. Damages and Limitation of Liability~~
- 33. National Security Supply Chain Requirements
- Privacy And Security Addendum

In addition, 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.

## **6.2. Period of Acceptance of Offers**

Offeror shall ensure that its proposal remains valid for one hundred twenty (120) calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Offeror 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 May 19, 2025** ("Proposal Due Date").
- C. Is submitted in the form of one electronic copy, submitted to [Anthony.Smith@usac.org](mailto:Anthony.Smith@usac.org) with a copy to [Procurement@usac.org](mailto:Procurement@usac.org). The subject line for all email communications related to this solicitation should **only** state the Solicitation Number, SL-25-034, 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, that (1) circumstances beyond the control of Offeror prevented timely submission, (2) consideration of the offer is in the best interest of USAC, or (3) the offer is the only proposal received by USAC. Proposals, once submitted, cannot be withdrawn

for one hundred twenty (120) calendar days from the date specified for receipt of offers, except with the written consent of USAC.

### **6.3. Submission of Questions**

USAC will only accept **written questions** regarding the RFP. All questions must be submitted to [procurement@usac.org](mailto:procurement@usac.org) with a copy to [Anthony.Smith@usac.org](mailto:Anthony.Smith@usac.org) no later than **April 10, 2025 at 11:00 AM ET**. USAC plans to post all questions and responses under this procurement on our website on **April 22, 2025 by 5:00 PM ET**.

### **6.4. 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.

### **6.5. 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.

### **6.6. RFP Key Dates**

<b>DATE</b>	<b>EVENT</b>
March 19, 2025	RFP Release
April 10, 2025	Questions Due to USAC by 11:00 AM ET at <a href="mailto:Procurement@usac.org">Procurement@usac.org</a>
April 22, 2025	Answers Posted by USAC by 5:00 PM ET
<b>May 19, 2025</b>	Proposal Due to USAC by 11:00 AM ET at <a href="mailto:Procurement@usac.org">Procurement@usac.org</a>
October 2025	Anticipated Kick Off

### **6.7. Contract Award**

USAC will evaluate proposals and may award a contract resulting from this solicitation to the Offeror whose offer is 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.

## **6.8. 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 Confidentiality Agreement**) and are the sole property of USAC. USAC may use, copy, distribute or disclose the deliverables in its sole discretion.

## **6.9. 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 Unique Entity ID number;
- E. The date of submittal;
- F. A statement verifying the proposal is valid for a period of one hundred twenty (120) days; and
- G. The signature of a duly authorized Offeror representative.

## **6.10. 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.

### **A. 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.

**B. 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 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 two hundred fifty (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 the E-Rate Program. 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 5**), 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 SLAs that 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 the 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 Vendor Personnel and Contract Staff Requirements)**. 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 two (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 are not 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 critical SLAs is included in **Attachment 5 (Service Level Agreements)**. 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 forty (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 (Bid Sheet)**.

## 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 E-Rate systems? We would expect your plan to at least include: *(three hundred (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. *(two hundred fifty (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. *(five hundred (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. *(four hundred (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 the Federal Information Security Management Act (“FISMA”). *(five hundred (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. Describe how you would maintain consistency across locations, if listing multiple locations. *(four hundred (400) word limit)*

## 9. Conflicts of Interest

Provide a description of any potential conflicts of interest (as described in Section 8.2 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. *(one hundred fifty (150) word limit)*

## C. 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 Vendor Personnel and Contract Staff Requirements)** 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 E-Rate base, large and small service providers, and school and library 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.

#### **D. 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 **Attachment 1 (Bid Sheet)**:
  - 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 pricing (FUP) for services outlined in **Attachment 2 (Statement of Work)**. 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. SLA 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 SLAs 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.

#### **E. 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, as specified in Article 21 of the Master Services Agreement (**Attachment 10**).

## 7. 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.

**A. 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 SLA 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.

**B. 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 E-Rate base, large and small service providers, and school and library facilities.

This will be evaluated based on Offeror's discussion of its past performance for similar efforts (including ~~a detailed mock-up~~ an overview of costs and contract pricing type, 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).

**C. 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 5 (Service Level Agreements)**.
- **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).

**D. 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 (3) 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.

### **7.1. 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. 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.

### **7.2. 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.

### **7.3. 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.

### **7.4. 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.

### **7.5. 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:

- Offeror has sufficient resources to perform the Contract;
- Offeror has a satisfactory record of performance, integrity, and business ethics;

- 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;
- Offeror has the facilities, and technical and personnel resources required to perform the Contract.
- Offeror is not excluded from government contracting, as listed on the excluded parties list in <https://www.sam.gov>.

## **8. LEGAL NOTICES**

### **8.1. 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 any Offeror or individual). 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 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.

### **8.2. Conflicts of Interest**

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. For clarification of what would be required of an Offeror to become the Contractor regarding conflicts of interest, review Section 16.1.8 of **Attachment 10 (Master Service Agreement)**.

### **8.3. 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.

### **8.4. 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)**.

### **8.5. 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.

### **8.6. Due Diligence; No Representations**

The information provided by USAC as part of the RFP process is intended only as a preliminary background explanation. This RFP does not purport to be all-inclusive or to contain all information that 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.

## 9. ATTACHMENTS

- Attachment 1: Bid Sheet
- Attachment 2: Statement of Work
- Attachment 3: Vendor Capability Checklist
- Attachment 4: Key Personnel
- Attachment 5: Service Level Agreements (Available in the Virtual Reading Room)
- Attachment 6: Volumes (Available in the Virtual Reading Room)
- Attachment 7: Information Security and Privacy Control Policy (Available in the Virtual Reading Room)
- Attachment 8: Confidentiality Agreement
- Attachment 9: Transition Milestone Plan
- Attachment 10: Master Services Agreement
- Attachment 11: Change Control Procedures and Governance Model (Available in the Virtual Reading Room)
- Attachment 12: ~~Interconnection Security Agreement (if needed will be shared during contract award)~~Reserved
- Attachment 13: USAC Records Retention Policy (Available in the Virtual Reading Room)

**Note:** In order to access the Virtual Reading Room please email a signed copy of **Attachment 8: (Confidentially Agreement)** to [Anthony.Smith@usac.org](mailto:Anthony.Smith@usac.org) and [Procurement@usac.org](mailto:Procurement@usac.org).