

USAC SOLICITATION FOR

Customer Support Center (CSC)
Revised

CONTRACT INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Solicitation Number: USAC-21-030
Award Effective Date: TBD
Contract Period of Performance: (12) month base period; four twelve (12) month option period
Solicitation Issue Date: August 16, 2021
Offer Due Date: September ~~15~~¹³, 2021 at 11:00 am ET

CONTRACT TO BE ISSUED BY:

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

USAC RFP PRIMARY CONTACT:

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

OFFEROR SIGNATURE

Name and Title

Date

(RFP) COVER PAGE

TABLE OF CONTENTS

1.	Company Profile	4
2.	Purpose.....	4
3.	Objective	4
4.	Place of Performance	5
5.	Confidentiality	5
6.	Contract and Contract Pricing Structure	5
6.1	Definitions.....	5
6.2	Contract Type.....	7
6.3	Contract Term	7
6.4	Contract Pricing	7
6.5	Performance Credits.....	8
7.	Scope of Services	8
8.	Meetings.....	10
8.1	Project Kick-off Meeting	10
8.2	Weekly Status Meetings.....	10
8.3	Milestone Status Meetings	10
8.4	CSC and CRM Operational review Meetings.....	11
8.5	Accessibility.....	11
8.6	Weekly Status Report (WSR)	11
9.	Key Personnel	11
10.	Operations	12
10.1	Responsibilities and Requirements of Contractor.....	12
10.2	Performance Standards	12
11.	Security	12
11.1	Data Safeguards	12
11.2	FedRAMP	13
11.3	Personally Identifiable Information (PII).....	13
11.4	Encryption and Secure Storage	14
11.5	Contractor Vulnerabilities.....	14
11.6	Further Requirements.....	14
11.7	Notification and Assistance	14
12.	Instructions and Evaluation Criteria	14
12.1	Contract Terms and Conditions Sheet.....	14
12.2	Period of Acceptance of Offers.....	15



12.3	Submission of Questions.....	15
12.4	Amend, Revise, or Cancel RFP	15
12.5	Documentation Requirements.....	16
12.6	RFP Key Dates.....	16
12.7	Contract Award.....	16
12.8	Identification of Confidential Information.....	16
12.9	Proposal Cover Page.....	17
12.10	Proposal Content.....	17
12.11	Evaluation Criteria	21
12.12	Down-Select Process.....	22
12.13	Discussions	23
12.14	Final Proposal Revisions and Best and Final Offers.....	23
12.15	Competitive Negotiation Using Best Value Selection.....	23
12.16	Responsibility Determination	23
13.	Legal Notices	24
14.	Confidential Information.....	24
15.	Conflicts.....	25
16.	Protocol.....	25
17.	Publicity.....	25
18.	Costs and Expenses.....	25
19.	Due Diligence; No Representations.....	26
ATTACHMENTS.....		27
1.	Attachment 1: Bid Sheet	27
2.	Attachment 2: Terms and Conditions	27
3.	Attachment 3: Statement of Work	27
4.	Attachment 4: Volumes Forecasting.....	27
5.	Attachment 5: Critical SLAs.....	27
6.	Attachment 6: Key Personnel	27
7.	Attachment 7: Transition Milestone	27
8.	Attachment 8: Confidentiality Agreement.....	27
9.	Attachment 9: Security and Confidentiality Procedures.....	27

1. Company Profile

USAC is a not-for-profit Delaware corporation, which works under the oversight of the Federal Communications Commission (“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 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 any software used by the Contractor, must be compliant with Federal Information Security Modernization Act (FISMA) security requirements as a system managing Federal Funds and interfacing with Department of Treasury systems.

2. Purpose

The purpose of this RFP is to select a qualified contractor to provide managed full-suite customer service professional services and technology, supporting Universal Service Fund (USF) Program Participants (Participants) throughout all phases of their participation. Vendor will place a premium on exceptional customer experience, ensuring that end-to-end support is provided efficiently, effectively, and in accordance with industry best practices and USAC requirements. To this end, USAC seeks proposals from industry professional service experts in support of customer service implementation and operations. Along with the provision of agent-based customer services, to help USAC modernize and improve its service capabilities, included in the initial phase of this effort is the development, deployment, and early stage administration of a vendor managed enterprise-wide customer relationship management (CRM) system, to be used in Vendor operation and by USAC personnel across the entirety of its customer service touch-points – including those customer service interactions not handled by Vendor.

3. Objective

USAC is seeking a contractor (“Contractor”) to provide customer service professional services and technology. The Base Phase, to begin at time of Agreement ratification, includes the provision of customer service professional services for three of USAC’s four Programs, as well as the multi-staged implementation (e.g., staggered group by group roll-out in smaller batches vs. large singular company-wide deployment) of a FedRAMP authorized centralized customer service CRM across the enterprise, as USAC does not currently use a CRM in support of the majority of its customer service operations. Currently, the scope of the CRM component is constrained only to USAC’s customer service capabilities. It will not include additional CRM

modular or functional features in support of larger non-customer service areas such as human resources, project automation, finance/invoicing, etc., with the exception where personnel in these areas directly support customer service efforts. However, USAC may want to implement such broader capabilities in the future, so the software that Vendor recommends should be able to accommodate those additional capabilities, as explained further below.

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), virtually, 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 sign USAC's IT Security Rules of Behavior Form and complete mandatory IT Security and Privacy Awareness Online Training.**
- 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. The Contract kick-off meeting and 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.
- E. 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.

5. Confidentiality

This RFP and any resultant contract is 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.

6. Contract and Contract Pricing Structure

6.1 Definitions

- A. Contract Term means the period of time encompassing the Initial Term and any Option Periods, and Optional Services Terms.

- B. Go Live means the date that Customer Service begin to log user activity.
- C. Initial Term means the period of time from the Effective Date of the Contract for 365 days.
- D. Optional Services the services included as non-compulsory and are neither successive nor sequential
- E. Call Center Optional Services Term means the period of time that USAC may obtain Optional Services pursuant to **Attachment 3, Statement of Work (SOW)**, USAC may, at its option and in its sole discretion, enter into an Optional Services Term with Contractor.
- F. CRM Optional Services Term means the period of time that USAC may obtain Maintenance Services, or extend the Hosting and/ or Licensing pursuant to **Attachment 3 (SOW)**.
- G. A Returned Invoice is defined as any 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.
- H. Training Period is defined as the initial onboarding, including system access (FCC and USAC) and train-the-trainer sessions for Customer Service Activities.
- 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.
- J. Major Enhancement means a modification to a prior CRM Release Phase(s) that requires more than one sprint of three (3) weeks to deploy.
- K. Hosting means the infrastructure hosting and maintenance, which provides the servers upon which the CRM system will be installed, and maintained the servers, databases, configuration and code. This includes activities around platform administration, security patches, property changes, product patch deployments, system upgrades, and disaster recovery testing and backups.
- L. Licensing means to procure, provide, and keep updated the CRM software licenses for cloud services required for the operation of the Solution, including all environments, data, and support services.
- M. Maintenance Services means the operation and maintenance of the software/application such as system monitoring, issue resolution, application administration including upgrade support, patch implementation for all software, and helpdesk services.

6.2 Contract Type

The contract to be awarded to the selected Contractor will be blend of fixed-priced and variable-priced services. For the Call Center, the initial stand-up of the operation, ongoing project management, and oversight activities will be fixed-price and the call center transactions will be based on a per unit cost. The per unit price for each service will be tiered based on increasing volume expectations, and Contractor will be expected to bid a range of volume tiers as outlined in **Attachment 1, Bid Sheet**. For the CRM, all requirements and services will be provided on a fixed price basis except for configuration and testing of the tool, as detailed further in **Attachment 1, Bid Sheet**. USAC anticipates attaching credits during the stand-up period for any milestone delays. USAC also anticipates attaching service level credits of at least five percent (5%) for failing to reach agreed upon goals for any critical service levels (i.e. CSLAs) within each billing period. Vendor must address any concerns with CSLAs or other milestone credits in its response to this proposal to minimize negotiation and contract award time.

6.3 Contract Term

The contract term shall be for the initial term of twelve (12) months (“Initial Term”), with four additional one (1) year option term, to be exercised by USAC in its sole discretion. The Initial Term of the Contract shall commence on the date in which the contract is signed (“Effective Date”).

USAC may require continued performance of any Services beyond the expiration of Contract Term, or any period included in the Term, within the limits and at the rates specified in the Contract. USAC may extend the services more than once, but the total extension of performance hereunder shall not exceed six (6) months.

6.4 Contract Pricing

USAC anticipates that the Contract will be blend of fixed-priced and variable-priced services. The initial stand-up of the call center operation, ongoing project management, and oversight activities will be fixed-price and the call center transactions will be based on a per unit cost. The offerors shall provide separate pricing for CRM system, implementation and O&M.

USAC intends to award one contract under this procurement. USAC intends to award a contract to a single contractor. The 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 agreement. Please include a cost breakdown of any software, hardware, and services required to implement and maintain the proposed solution. If product licensing is to be involved, indicate consequent ongoing costs such as maintenance, support, et al., over the

course of a maximum of five (5) years. Contractor may, during the life of the contract, offer lower pricing if and when opportunity and circumstance so permit.

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

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

6.5 Performance Credits

USAC anticipates attaching service level credits of at least five percent (5%) of fees for failing to reach agreed upon goals for any critical service levels (i.e. CSLAs) within each billing period. Details of service level credits and definitions of service levels are defined in Attachment 5 (SLA Template). Vendor is asked to propose the exact calculation for each service level credit.

If a Milestone indicated in Attachment 7, Milestones, is not met by the due date for such Milestone, the Stand-up Fee for such Milestone specified in Attachment 1, Bid Sheet, will be reduced by (i) five percent (5%) of the Stand-up Fee for such Milestone if the Milestone is met five (5) days after the due date; (ii) ten percent (10%) of the Stand-up Fee for such Milestone is met six (6) to eight (8) days after the due date; or (iii) fifteen percent (15%) of the Stand-up Fee for such Milestone if the Milestone is met more than eight (8) days after the due date. For the avoidance of doubt, a single performance failure will only result in a single Stand-up Fee reduction pursuant to this paragraph.

Upon written notice from USAC that USAC desires Vendor to extend a Milestone Date, Vendor will extend the Transition Timeline for the period of time requested by USAC. If the date is extended for more than ten (10) days as a result of delays caused by Vendor: (a) USAC will be entitled to the Stand-Up Fee reductions specified above for failure to meet the Milestones, in addition to any other remedies that USAC may have against Vendor; (b) Vendor will reimburse USAC for any verifiable direct costs or expenses incurred by USAC as a result of such delay, including but not limited to USAC's lost savings as a result of such delay; and (c) USAC may terminate this Agreement for cause.

7. Scope of Services

The Scope of Services can be found in **Attachment 3 (Statement of Work)**. At a high level, the services include:

- **Call Center Stand-up** – Implementation of a full service call center, including phone systems, Integrated Voice Response (IVR) software, call center technologies proposed by contractor, skilled and trained call center staff.
- Any call center and data storage technologies proposed as part of the call center stand-up that are not hosted in an authorized by Federal Risk and Authorization Management

Program (FedRAMP) environment must be FISMA accredited to meet the requirements of NIST 800-53 Revision 5.

- **Call Center Operations** – Day to day operation of the Call Center after stand-up is completed. This service will be provided from Go Live through the end of the Base Period. At least 90 days prior to the end of the Base Period, USAC will communicate its intent to exercise the annual option for continued operations.
- **CRM Stand-Up** – Full Software Development Lifecycle to implement a CRM system for USAC’s customer service use enterprise-wide. Vendor will both propose and provision a tool, as well as implement.
- **CRM Licensing and Hosting** - Contractor shall assist in the recommendation and selection of a CRM system hosted in a commercially available non-proprietary cloud-based environment that shall be authorized by Federal Risk and Authorization Management Program (FedRAMP) prior to production go live. Any software proposed as part of the solution shall be hosted in the cloud and also be FedRAMP authorized prior to production go live. Contractor shall assist USAC with procuring licenses to develop, test, and operate the Solution, and assist USAC with procuring cloud-based hosting of the Solution. Contractor shall assist USAC to procure all software licenses directly by USAC or procure software licenses on behalf of USAC and pass through licensing costs to USAC without any mark ups. USAC shall be the named licensee for all software and if applicable, contractor shall provide a plan to transition all hosting and licensing contracts and resources to USAC without any increase in total cost. Contractor represents and warrants to USAC that all Third Party Software used as part of the Solution is commercially available as of the Effective Date, and also as of the Effective Date, Contractor has no reason to believe that such Third Party Software will become unavailable in the future except in the event of bankruptcy, insolvency, or discontinuation of product offerings. Contractor hereby acknowledges and agrees that USAC may independently procure/license any Third Party Software used as part of the Solution identified in Contractor’s proposal.
- Contractor shall not propose their own proprietary hosting environment or tenant on a proprietary SaaS CRM system.
- **CRM Enhancements.** An option for an Enhancement to previously released functionality. USAC may require Enhancements to the Solution based on new business needs, including but not limited to, federal regulatory and FCC orders changes. Application enhancements may be requested in response to changes and additions in USAC business requirements. Contractor shall provide support for the full software development lifecycle and adhere to the governance and policies referenced as it would do in the initial release.
- **CRM Operations & Maintenance Services.** Day to day support, monitoring, and patching of the CRM and all third party software that is part of the system operating environment after stand-up is completed. This service will be provided from Go Live through the end of the Initial Term. At least 90 days prior to the end of the Initial Term, USAC will communicate its intent to exercise the annual option for continued operations and maintenance. In the event that USAC does not exercise its option for an Optional Maintenance Term, Contractor, pursuant to the Contract, shall cooperate with USAC and promptly take all steps required to assist USAC with a smooth transition of any operations and processes including assisting with independently procuring Third Party Software and

hosting services, including resale of Third Party Software in the event Contractor acts as a reseller of Third Party Software or extension or assignment of software licenses to the extent applicable and permitted by their terms.

8. Meetings

8.1 Project Kick-off Meeting

Contractor shall schedule, prepare an agenda and coordinate a Project Kick-Off Meeting to be held at USAC's offices 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 Contractor's Proxy Product Owner and all 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.

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 the Contractor shall be construed as adding to, deleting, or modifying any Contract requirements, including deliverable specifications and due dates. USAC will approve the Project Plan within five (5) business days. All Contract modifications and amendments must be approved in writing by an authorized USAC Procurement representative.

8.2 Weekly Status Meetings.

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

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.

8.3 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.

8.4 CSC and CRM Operational review Meetings.

After successful stand up of the CSC and CRM, USAC and Vendor will agree upon a new operational meeting schedule.

8.5 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).

8.6 Weekly Status Report (WSR)

Contractor shall develop and provide an MSR using Microsoft (MS) 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. The MSR 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).

9. Key Personnel

Attachment 6, Key Personnel, details the minimum personnel who shall be designated as Key Personnel. USAC does not intend to dictate the composition of the ideal team to perform this Contract. The contractor shall provide staffing for the labor category below, or the Contractor may propose other labor categories in its proposal submission. USAC requires that Key Personnel be assigned for the duration of the Contract. Key Personnel may be replaced or removed subject to Special Contract Requirements, Key Personnel Substitution. Any additional labor categories must include the associated labor hour bill rate for each additional category submitted as well as the experience and qualifications of the personnel to be assigned to that labor category.

All Key Personnel and other staff to support this Contract must have employment background checks equal to those required by USAC for employees and contractors: Education, National Criminal, Employment Verification and Social Security Verifications. Contractor may propose additional labor categories in its proposal submission. All proposed labor categories must include the associated labor hour bill rate for each category submitted as well as the experience and qualifications of the personnel to be assigned to that labor category.

10. Operations

10.1 Responsibilities and Requirements of Contractor

The primary responsibilities and requirements of Contractor are identified below and in the Statement of Work, *See Attachment 3*.

- 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.

10.2 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 5 (SLA Template).

11. Security

11.1 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 9** (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.

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

11.3 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-17-15 and guidance from the NIST, including NIST SP 800-53 Rev. 4 (Security and Privacy controls for Federal Information Systems and Organizations) and NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information) – or the most current revisions of the aforementioned documents. All privacy and/or security-related incidents including, but not limited to, the disclosure of PII, shall be tracked in accordance with policy standards as outlined in the Incident Response (IR) controls documented in most recently released revision of NIST 800-53, Revision 5 or later revision and NIST SP 800-61 and consistent with the requirements of OMB Memoranda M-17-12 – or the most current revisions of the aforementioned documents. The Incident Response Plan (IRP) shall include reporting to USAC’s Privacy Officer and to USAC’s Director of Information Security or designated representative within one (1) hour of any breach or suspected breach of PII. Failure to notify USAC’s aforementioned representatives will result in USAC receiving a service level credit outlined in Attachment 5.

11.4 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) 140-2 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.

11.5 Contractor Vulnerabilities

Contractor shall address vulnerabilities in accordance with NIST vulnerability management controls. Contractor shall address vulnerabilities in the applicable timeframes set forth in such policies. Contractor shall provide a monthly vulnerability report and a risk mitigation plan to address any identified vulnerabilities. Critical and high vulnerabilities shall be reported to the USAC Chief Information Security Officer (CISO), or designee, and mitigated within thirty (30) days of being identified. In the event that Contractor cannot meet the applicable timeframe, Contractor shall provide USAC a plan of action and develop milestones to address such vulnerabilities promptly, and shall prioritize remediation based on the risks implicated by such vulnerabilities. Failure to meet the applicable timeframe will also result in USAC receiving a service level credit outlined in Attachment 5.

11.6 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.

11.7 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.

12. Instructions and Evaluation Criteria

12.1 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 2 (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 the 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.

12.2 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. Is submitted to USAC Procurement Department no later than **11:00 AM ET on September 15~~13~~, 2021 (“Proposal Due Date”)**.
- C. Is submitted in the form of one electronic copy submitted to rfp@usac.org and noor.jalal@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.

12.3 Submission of Questions

USAC will only accept written questions regarding the RFP. All questions must be emailed to rfp@usac.org and Noor.jalal@usac.org no later than **August 25, 2021, 11:00 AM Eastern Time (ET)**. **USAC plans to post all questions and responses under this procurement on our website on August 27, 2021 5:00 PM ET.**

12.4 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.

12.5 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 Contractor.

12.6 RFP Key Dates

DATE	EVENT
August 16, 2021	RFP Released
August 25, 2021	Questions Due to USAC by 11:00 AM ET at rfp@usac.org
August 27, 2021	Answers posted by USAC by 5:00 PM ET
September 15 13, 2021	Proposal Due to USAC by 11:00 AM ET at rfp@usac.org
September 23-24, 2021**	Demonstrations / Vendor Discussions
September 28, 2021**	Final Proposal Revisions and Best and Final Offers Due by 11:00 AM ET at rfp@usac.org
October 10-15, 2021	Contract Negotiations
October 18, 2021	Anticipated Kick Off

**** Dates will be adjusted if needed**

12.7 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. USAC may further choose to award only the CSC or only the CRM portions of this solicitation if a single vendor's proposal is not found to meet the requirements of both portions. Offerors should note that if a CSC only contract is implemented, that Vendor will be required to use a CRM that may differ from what it proposed.

12.8 Identification of Confidential Information

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

All deliverables submitted by Contractor 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.

12.9 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.

12.10 Proposal Content

Offeror's proposal shall be comprised of the following four (4) volumes. All text shall be 12 point font size, and page limits shall be followed as indicated.

- A. **Corporate information (Volume I) – Limit to three (3) single-spaced pages**
 1. Offeror should provide a summary of any corporate information relevant to this RFP, which should include, at minimum:
 - a. Length of time providing customer services with relevant and recent information in performing Call Center services.
 - b. Place(s) of incorporation of business
 - c. Place(s) where offeror conducts business, including primary place of business
 - d. Percentage and number of relevant employees/contractors in the U.S. and any other countries
- B. **Technical (Volume II) – Word / page limits as indicated per section.**
 1. **Differentiators:** Offeror shall provide a summary of its ramp up approach to undertake the services outlined in this RFP, including any unique differentiators. *This summary should be no more than 1,000 words.*
 2. **Summary of Customer Service and CRM Program approach:** Offeror shall submit a summary of the approach for implementation of the Customer Services and CRM system as independent activities and overall Program management, including oversight and risk management. *This summary should be no longer than four (4) single-spaced pages of text including any diagrams.*
 - a. Discuss end-to-end Program approach, including Project management, invoice reviews, and Call Center expertise, as well as gradually building an in-house knowledge base;



- b. Discuss the technical approach and Offeror's plan to meet or exceed USAC's requirements, including clearly specifying the tools and software that will be leveraged;
 - c. Discuss how the approach, for each Customer Service Activity and the Program, is auditable and traceable;
 - d. Security compliance;
 - e. Key Performance Indicators (KPI)s – standard KPIs should be part of the Program approach and the ease of reporting;
 - f. Risk considerations - technical readiness, program maturity, deployment considerations; and
 - g. Discuss Offeror's experience providing Optional Services support for completing added services.
3. **Terms and Conditions response:** Offeror shall include a markup of Attachment 2 (Terms and Conditions) attached hereto as, showing any proposed modifications in track changes format.
4. **Key Personnel dedicated to Contract:** As part of its RFP response, offeror shall provide resumes for each of its Key Personnel, including all roles listed in Attachment 6, Key Personnel. Contractor shall ensure that each Key Personnel is listed as fully dedicated to the project or with the percentage of expected dedication. The resume must set forth the years of relevant experience and other material information regarding each Key Personnel. Limit each resume to 2 single-spaced pages.

If Offeror, at time of proposal and/or prior to the award of the Contract, has information that any such Key Personnel anticipate terminating his or her employment or affiliation with offeror, offeror shall identify such personnel and include the expected termination date in the proposal.

5. **SLA Template:** Offeror shall provide the proposed calculation for service level credits of at least 5% in case of failure to meet the critical SLAs.
6. **Technical prompts:** In addition to the responses listed above, offerors shall provide short responses to the following questions, abiding by indicated word count limits:
- a. What would be your proposed collaboration approach and working model for ensuring USAC is sufficiently involved in executing the Call Center and Optional Services to prevent surprises in performance and facilitate sufficient knowledge transfer so that the build will be sustainable over the long-term for USAC? (300 word limit)
 - b. Please include information on your Program approach and what this means for the USAC team. How would the Program be managed through meetings, personnel leadership, and delivery metrics? How would your team coordinate with USAC's Business Users and IT Teams to ensure high Program integrity, Program success,



and stakeholder needs are met? Please include how you would demo that the functional requirements are met to USAC's satisfaction. (400 word limit)

- c. What would be your engagement plan for training (e.g., for program operations) to ensure effective Program management? Please include details that went into your cost estimates for this deliverable regarding how many trainings for how many people in which kind of format. (250 word limit)
- d. What would your approach be to manage potential unexpected surges in volumes? While SLA credits would be waived in the event that volumes significantly exceed forecasts, we would still expect the vendor to make a best effort to continue to provide a high level of customer support. (250 word limit)
- e. Please describe your experience standing up Customer Service Centers and CRM systems, and tools with federal agencies, demonstrating your expertise in navigating federal requirements such as those associated with the Federal Information Security Management Act (FISMA).
- f. Describe your approach to gathering requirements for a single, centralized system that will be used by many different teams who have differing needs and priorities. How do you meet the individual needs of a team while also trying to identify and get buy in for common and streamlined uses for the tool?
- g. What would be your proposed collaboration approach and working model for ensuring USAC is sufficiently involved in design, implementation and integration of the Solution to prevent surprises in performance and facilitate sufficient knowledge transfer so that the build will be sustainable over the long-term for USAC? Please describe if most development will be located near the USAC office. If not planning for most development to be located near the USAC office, please include any relevant information on collaboration tooling (e.g., videoconferencing, screen sharing, IM). (300 word limit)
- h. Please include information on your SDLC or development approach and what this means for the USAC team. How would solution development within your team be managed through meetings, personnel leadership, and delivery metrics? How would your team coordinate with USAC's Business Users and IT Teams to define business requirements and ensure high program integrity, program success, and stakeholder needs are met? How do you ensure that applications are developed/configured in accordance with required security standards? Please include how you would demo that the functional requirements are met to USAC's satisfaction. (400 word limit)
- i. How do you plan to ensure long-term sustainability of the Solution (not including options for potential enhancements or O&M)? Please include details on code ownership, the environment you expect the Solution to be developed and deployed on (e.g., who owns the servers), configuration management plan, and



any requirements for licensing or subscription for tools and platforms you have proposed to utilize, and whether there are any restrictions in transferring ownership of any licensing or subscriptions to USAC. Please also describe the outages USAC should expect once the system is operational. (300 word limit)

- j. What is your staffing model to surge resourcing as needed (e.g., % subcontracted vs. internal, what location are staff pulled from) to ensure on-time delivery? Please provide instances where you were able to significantly surge development staff with numbers of staff added vs. base effort. (250 word limit)
 - k. What would be your engagement plan for stakeholder training (e.g., for program operations) to ensure effective usage of the Solution? Please include details that went into your cost estimates for this deliverable regarding how many trainings for how many people in which kind of format. (250 word limit)
 - l. What (physical and/or logical) security measures are in place at the facilities in which you plan to work? (200 word limit)
 - m. USAC may choose to use Robotic Process Automation (RPA) to create operational enhancements within the organization. Please describe if any prohibitions, restrictions, or limitations exist within the software licenses or subscriptions of any software and tools Contractor intends to use in the solution that prohibit the use of RPA.
 - n. Facilities Information: As part of its RFP response, offeror shall describe each facility from which it intends to provide services, including the location, approximate number of people who will provide services from that location and other relevant information. (200 word limit)
- C. Past Performance information (Volume III) – Limit to ten (10) single-spaced pages including diagrams**
1. Offeror shall describe three (3) to five (5) examples of similar-sized engagements that Offeror has undertaken in the past five (5) years. It is expected that the Key Personnel provided according to Section 9 above (at least the proposed will have been heavily involved in at least two (2) of the provided examples of past performance).
 2. 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 Offerors proposals. Although USAC will follow-up with the contacts, the Offeror, not USAC, is responsible for ensuring that the questionnaire is completed and returned by the specified date in USAC's transmittal. Due to the rush nature, of this RFP, if USAC is unable to reach or obtain a reference for the project, USAC may not consider the contact in an evaluation of past performance.

D. Price proposal (Volume IV)

This volume must include:

1. **Cover Page.** A cover page, as outlined above.
2. **Pricing Information.**
 - a. Completed pricing information in the format of Attachment 1 (Bid Sheet).
 - b. The proposed price should be fully burdened and must include wages, overhead, general and administrative expenses, travel, taxes and profit.

12.11 Evaluation Criteria

USAC will award a contract resulting from this solicitation to the responsible contractor 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 – Technical, Past Performance and Price. When combined, the Technical and Past Performance factors are significantly more important than Price.

- A. **Technical:** The technical sub factors, including the differentiators listed above, will be considered along with the following listed below:
1. **Technical Approach:** specifications for technical approach for the Program management, with focus on both each Activity and Program overall. During evaluation (i.e. proposal review and / or in-person discussions), USAC may require a demonstration of a proposed approach in accordance with USAC requirements.
 2. **Experience:** Capability of offeror to deliver the proposed Program support and applicable experience in Offeror implementing similar recent and relevant engagements.
 3. **Key Personnel:** Evidence of applicable skills, whether the individuals have done similar work and if the team has worked together on prior engagements, including engagements with overlapping activities (i.e. PMO, BPO, Call Center and Optional Services activities).
 4. **Deliverable Planning:** High level of detail in the work plan with sufficient quality assurance activities to drive a robust delivery process with strong collaboration points.
- B. **Past Performance:** Past performance information will be evaluated to assess the risks associated with Offeror's performance of this effort, considering the relevance, recency

(within the past 53 years), and quality of offeror's past performance on past or current contracts for the same or similar services.

1. Past performance information should specify details across two broad areas:

- a. **Program Oversight** – build of a program similar in nature to the required Customer Services Professional Services Activities, including details on speed to ramp up each activity and process improvement occurred 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 the contractor's proposal that are not identified as references).

C. **Price Evaluation:** USAC will evaluate price based on Offeror's input to Attachment 1 (Bid Sheet). However, price is one of many evaluation factors, and the Contract may not be awarded to the lowest priced offeror. Price may become a more important selection factor if the ratings for the Technical and Past Performance factors are the same or very close to the same for the top-rated offerors. In addition to considering the total prices of the offerors when making the award, USAC will also evaluate whether the proposed ceiling and prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.

Where Contractor proposes an alternate strategy or level of service than USAC requires, it must complete a bid sheet for the USAC required level of service separately from a bid sheet for the Contractor proposed level of service, and clearly document the assumptions used. For example, if Contractor proposes more aggressive SLAs than USAC captured in Attachment 5 (SLA Template).

12.12 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.

12.13 Discussions

USAC **may** hold discussions, with highest rated Offerors, September 23-24, 2021. Discussions will include issues related to the offeror's **Technical** (including information on the overall Program management), **Past Performance**, and **Price** proposals and include a targeted demonstration of USAC Program needs. **Information for inclusion in discussions will be provided by USAC no later than September 21, 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.

12.14 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 or written questions provided by USAC. FPR and BAFO's will be due no later than **September 28, 2021 at 11:00 AM ET and emailed to Noor.Jalal@usac.org and rfp@usac.org.**

12.15 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.

12.16 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 internal controls, quality assurance processes and organizational structure and experience necessary to assure that contract work will be properly performed consistent with Program rules, policies and procedures, and accurately invoiced; and
- D. Offeror has the facilities, technical and personnel resources required to perform the Contract.

13. Legal Notices

A. 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 requested 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 Offeror 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.

14. 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.

15. 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.

16. 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.

17. 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 the Confidentiality Agreement.

18. 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.

19. 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.

ATTACHMENTS

1. **Attachment 1: Bid Sheet**
2. **Attachment 2: Terms and Conditions**
3. **Attachment 3: Statement of Work**
4. **Attachment 4: Volumes Forecasting**
5. **Attachment 5: Critical SLAs**
6. **Attachment 6: Key Personnel**
7. **Attachment 7: Transition Milestone**
8. **Attachment 8: Confidentiality Agreement**
9. **Attachment 9: Security and Confidentiality Procedures**