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## Georgia Public Service Commission

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### REQUEST FOR PROPOSALS TO CONDUCT AGREED-UPON PROCEDURES ENGAGEMENTS ON ONE OR MORE CONTRIBUTORS TO THE UNIVERSAL ACCESS FUND

**DATE OF ISSUANCE:** **4:00 P.M.** **October 21, 2025**

**INSTRUCTIONS:**

All spaces below and in the attached Proposal Signature and Certification form are to be filled in with signatures where indicated. Failure to sign proposal will result in rejection of your proposal.

**PROPOSAL OF:**

Company Name:

Contact Name:

Address:

Telephone:

Email:

**SUBMIT PROPOSAL VIA EMAIL TO:**

Mr. Leon Bowles  
Director – Telecommunications Unit  
Georgia Public Service Commission  
[lbowles@psc.ga.gov](mailto:lbowles@psc.ga.gov)

**NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL RESULT IN REJECTION OF YOUR PROPOSAL.**

**State of Georgia**

**Public Service Commission**

**PROPOSAL**

We propose to furnish and deliver any and all of the services named in the attached Request for Proposals (“RFP”) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Public Service Commission, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree, if awarded a contract, to deliver services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Company Name

## **PROPOSAL SIGNATURE AND CERTIFICATION**

(Offeror must sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify I am authorized to sign this proposal for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

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Authorized Signature

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Date

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Print/Type Name

---

Print/Type Company Name

## **REQUEST FOR PROPOSALS**

### **1.0 GENERAL**

#### **1.1 Introduction**

Pursuant to its statutory regulatory responsibilities contained in the Official Code of Georgia Annotated (“O.C.G.A.”), Section 46, the Georgia Public Service Commission (“GPSC”) is required to act on a variety of issues. From time to time, the GPSC utilizes the services of consultants to assist in these tasks. To assist in the determination of the consultants or consulting firms to be retained for this purpose, the GPSC shall accept competitive sealed proposals from interested and available offerors. All proposals submitted pursuant to this request shall be made in accordance with the provisions of these instructions. The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposals (“RFP”). Subsequent to the opening of the sealed proposals, discussions may be conducted by the GPSC with responsible offerors who submit proposals determined to be potentially acceptable for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by the Issuing Officer named below:

Mr. Leon Bowles  
Director - Telecommunications Unit  
Georgia Public Service Commission  
244 Washington Street, SW  
Atlanta, Georgia 30334-5701  
Telephone: 404.463.2151  
Email: lbowles@psc.ga.gov

Contract awards shall be made to the responsible offerors whose proposals are determined to be the most advantageous for the State, taking into account all of the requirements and evaluation criteria set forth in the RFP. No other requirements or criteria shall be used in the evaluation. The GPSC reserves the right to reject any and all proposals submitted in response to this request. There is no assurance, expressed or implied, that an award will necessarily be made pursuant to this RFP. This RFP shall not give any right to any respondent for any indemnification claims.

## **1.2 Background**

The GPSC plans to utilize appropriate, qualified consultants to assist the GPSC Staff in performing the tasks described in Section 2.0 (Scope of Services) of this RFP.

## **1.3 Procurement Timetable**

The following timetable will apply to this RFP, unless otherwise ordered by the GPSC:

October 21, 2025                      Date of Issuance of RFP

November 20, 2025                  Deadline for receipt of proposals by the GPSC

**NO PROPOSALS WILL BE ACCEPTED FOR  
ANY REASON AFTER THIS TIME**

December 2, 2025                  Proposal award

Proposals should be emailed to the Issuing Officer identified above.

## **1.4 Restrictions on Communications with GPSC Staff**

From the issue date of this RFP until an offeror is selected and the selection is announced, offerors are not allowed to communicate for any reason with any GPSC Staff member concerning this RFP except through the Issuing Officer named herein, or as provided by existing work agreement(s). For violation of this provision, the State shall reserve the right to reject the proposal of the offending offeror.

## **1.5 RFP Amendments**

The GPSC reserves the right to amend this RFP prior to the date of proposal submission. Amendments will be sent to all offerors who originally received a copy of the RFP.

## **1.6 Proposal Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by the offeror by submitting a written request to the Issuing Officer named herein. Any such request must be signed by a person authorized to sign for the offeror.

## **1.7 Cost for Preparing Proposals**

The cost of developing the proposal is the sole responsibility of the offeror. The State will not provide reimbursement for such costs.

## 1.8 Contract Term

The contract will be a two-party contract between the offeror and the GPSC. The term of the contract shall be subject to negotiation. Additional contract information is contained in Sections 1.9 and 3.4 of this RFP.

## 1.9 Contract

A sample contract issued by the GPSC in an unrelated matter is attached to this RFP as Attachment 1. Articles II, III, IV, V, and VI of the sample contract are germane to the consulting services which are contemplated by this RFP. Article I, Scope of Services, of the contract will mirror Section 2.0 of this RFP. Submission of a proposal constitutes acceptance of the terms contained in Sections II through VI of the sample contract by the submitting party. **Each proposal shall contain the name, title, and hourly rate of every consultant and support person employed by the offeror, as well as any subcontractor expected to be engaged in work on the tasks contained in this RFP. Any subsequent request by the offeror to add any other personnel may be denied. If no clerical/administrative personnel are listed in the offeror's proposal, the costs for this type of work will be assumed to have been otherwise covered in the bid price. Also, the offeror's federal tax identification number or social security number (for an individual consultant) shall also be included in the proposal.** The GPSC reserves the right to negotiate with the successful offeror other additions to, deletions from, and/or changes in the language in the contract, provided that no such addition, deletion or change in contract language would, in the sole discretion of the GPSC, affect the evaluation criteria set forth herein, or give the successful offeror a competitive advantage.

## 1.10 Format for Responses

Proposals should correspond with and satisfy the requirements set forth in this RFP.

Proposals should indicate whether or not there are any deviations from the specified requirements.

## 1.11 Information Required from Offerors

Offeror's proposal must be submitted in the format outlined below.

- A. **STATEMENT OF THE REQUIREMENTS.** State in succinct terms the offeror's understanding of the requirements presented by this RFP.
- B. **MANAGEMENT SUMMARY.** Include a narrative description of the proposed effort and a list of the products that will be delivered, and a proposed

timeline for task completion. There should be a separate narrative description for each of the work tasks.

- C. **WORK PLAN.** Task descriptions are to be the guide in describing the offeror's technical plan for accomplishing the work. The task descriptions should be very detailed in order to afford the GPSC a thorough understanding of the work plan. Offerors are cautioned that their proposal may be rejected if their work plan does not include specific recommendations of how each of the task descriptions will be accomplished.
- D. **PRIOR EXPERIENCE.** Submit a statement of similar work conducted in the previous five years. Studies or projects referred to should be identified and the name of the client shown, including the name, address, and phone number of the responsible official of the client company or agency who may be contacted. Also, highlight any experience in the state of Georgia, and the number and percentage of recommendations that have been accepted for approval for the past five years.
- E. **PERSONNEL.** The name of the individual proposed as project leader for each work task, together with a detailed resume of their experience in conducting similar efforts, should be provided. Also, provide a detailed resume for each individual—executive, professional, management analyst, systems analyst, auditor, staff consultant, etc.—who will be engaged in the work, describing the qualifications applicable to the performance of the tasks. Please include an organizational chart showing reporting relationships of team personnel. These individuals may not be removed from the project without prior consent of the GPSC. See Section 1.9 regarding personnel changes.
- F. **STATEMENT ON POTENTIAL CONFLICTS OF INTEREST.** The offeror shall identify any relationships between itself or its employees and the companies under the jurisdiction of the GPSC, or any subsidiaries or affiliates of such companies. The extent, nature and time aspects must be identified. If there have been no such relationships, a statement to that effect shall be included in the proposal. Failure to provide the statement on potential conflicts of interest will automatically disqualify the offeror.
- G. **TIME ESTIMATES.** Estimate the time required for completion of each work task as outlined in Section 2.0, Scope of Services. Indicate the number of employee hours, by individual employee rate, allocated to each task. Submit this data on a cost analysis chart. Include a project schedule display, highlighting each task with estimated start and completion time.



### **1.12 Additional Information**

An offeror that submits a proposal that meets the requirements set forth in this RFP may be requested to provide additional information.

### **1.13 Retention of Proposals**

All material submitted in response to this RFP will become the property of the GPSC and may be returned to the offeror at the option of the GPSC. One paper copy shall be retained by the GPSC for official files for a period of seven (7) years from the date of receipt.

### **1.14 Questions Regarding This RFP**

Questions regarding the requirements set forth in this RFP should be directed to the Issuing Officer listed in Section 1.1, Introduction.

### **1.15 Offeror Oral Presentations**

No oral presentations are contemplated. Offerors will be contacted by the Issuing Officer regarding any questions from the GPSC Staff concerning their proposals.

### **1.16 Note to Offerors**

In the recent past, the GPSC has received a number of proposals from offerors that have been unresponsive to the specific RFPs. Problems have included:

- A. Unsigned Proposal Signature and Certificate page.
- B. Bid format not corresponding to RFP requirements (excessive use of “boilerplate” language/insufficient focus on service requirements).
- C. No price quote for services to be provided (only hourly rate stated).
- D. Little information concerning deliverables to be provided by offeror.
- E. Submission of voluminous reference materials not relevant to the services requested.
- F. Proposal not stating acceptance of provisions of sample contract attached to the RFP.

A careful reading of the RFP by offerors will prevent these problems.

## **2.0 SCOPE OF SERVICES**

### **2.1 Background**

This RFP contains one service for which consulting assistance is requested. This service is described in Section 2.2 of this RFP.

### **2.2 Docket No. 32235: Generic Proceeding to Implement House Bill 168**

On December 2, 2025 or upon execution of a contract by the GPSC and the selected offeror, the offeror shall perform an agreed-upon procedures engagement on one or more contributors to the Universal Access Fund (“UAF”).

There are approximately 160 telecommunications companies that contribute to the UAF. Contributions to the UAF are determined by multiplying a factor set by the GPSC by a company’s gross intrastate revenues from the provision of telecommunications services to end users. Since February 27, 2023, the factor has been set at 5.25%<sup>1</sup>. Contributors calculate contributions to the UAF using a standard form<sup>2</sup> which is submitted on a quarterly basis to Commission Staff.

This RFP contemplates that for each contributor that undergoes the agreed-upon procedures, the selected offeror will evaluate four consecutive quarters of contributions.

The bid should include the proposed procedures the offeror will use to determine the accuracy of the contributions to the UAF. The selected offeror will work with Staff to develop data requests to issue to the contributor(s) selected to undergo the engagement(s).

The GPSC will decide, based on available funding, how many contributors will undergo the agreed-upon procedures. Therefore, the offeror’s bid should be a flat amount on a *per contributor* basis.

In the interest of cost savings, offerors are encouraged to perform the procedures as a “desk audit” if possible.

The selected offeror shall produce a final report outlining the findings that result from each engagement. The deadline for providing final reports to the GPSC Staff shall be March 1, 2026.

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<sup>1</sup> See [https://psc.ga.gov/site/assets/files/1055/order\\_32235\\_022723\\_factoradjustment.pdf](https://psc.ga.gov/site/assets/files/1055/order_32235_022723_factoradjustment.pdf)

<sup>2</sup> See [https://psc.ga.gov/site/assets/files/1055/uaf\\_contribution\\_form\\_072221.docx](https://psc.ga.gov/site/assets/files/1055/uaf_contribution_form_072221.docx)

## **2.3 Offeror Responsibilities**

The offeror agrees that, for a period of one year following the completion of any project described in this RFP, as well as during the time within which such duties are being performed, the offeror shall not enter into any employment with the companies under the jurisdiction of the GPSC, or any subsidiary or affiliate of those companies. Additionally, the offeror must, on his or her own action, disclose to the attorneys for the Staff the fact and substance of any unauthorized contacts or representations made to the offeror outside the physical presence of attorneys representing the Staff or a GPSC Staff member by persons known, or who reasonably should be known, by the offeror to be associated, directly or indirectly, with the companies referenced in this paragraph. Any disclosures shall be made to the Staff Attorney named below:

Mr. Chris Collado  
Staff Attorney  
Georgia Public Service Commission  
244 Washington Street, SW  
Atlanta, GA 30334-5701  
Telephone: 404-463-1976  
Email: rpreston@psc.ga.gov

The GPSC shall inform the offeror of the GPSC's policies and regulations with respect to such unauthorized contact, and the offeror shall affirm in writing that no unauthorized contacts were made or that such contacts were reported as required. Non-compliance with this requirement may result in immediate cancellation of the related contract and the institution of any additional proceeding deemed necessary or appropriate by the attorneys representing the GPSC. The attorneys representing the GPSC are authorized to use any reasonable method to ensure strict compliance with this requirement.

## **2.4 Time of Performance**

The period of performance of the related contract shall be from the date of its execution (hereinafter “Agreement Date”) through the completion of the tasks as described in Sections 2.2 of this RFP or until the GPSC shall determine that further performance should cease and shall instruct the offeror to suspend performance, provided, however, that nothing shall prohibit the offeror from making appropriate fee and expense applications for work performed between the Beginning Date and the Agreement Date. In the event that performance is suspended upon instruction of the GPSC, the offeror shall be compensated for all work completed prior to said suspension according to allowed expenses and labor at the rates as stated in the contract.

## **3.0 INSTRUCTIONS TO OFFERORS**

### **3.1 Offeror Qualifications**

Each proposal should contain documents and other information necessary to enable the GPSC to evaluate the offeror’s ability to provide the required consulting services. These documents and information should include, but are not limited to, the following:

- A. Examples of the offeror’s work products related to similar issues.
- B. Resumes of (a) the principals in the offeror’s consulting firm and (b) those consultants retained by the firm who would provide services as a part of the offeror’s proposal, including any subcontractors proposed.
- C. A listing of which of the offeror’s consultants would be providing services under the proposal and the specific services provided by each.
- D. References for the consultant(s) who would be providing services to the GPSC under the proposal.
- E. An Excel spreadsheet, in descending chronological order, listing all clients served in the past 36 months by the offeror’s consultant or consultants that will provide the services requested in this RFP.

### **3.2 Compensation and Payment**

The offeror understands and agrees that all work performed under this RFP shall be paid for by the UAF Applicant Companies. The offeror shall be paid a sum not to exceed the agreed upon amount for professional services and related expenses rendered under the contract. Offeror expenses are to include support for professional services including, but not limited to, reasonable and necessary (as defined by the GPSC) actual expenses

incurred by the offeror for travel, lodging, meals, telephone, express mail delivery, computer charges and copying costs. Maximum reimbursement amounts for daily meals for the offeror shall be the following, the total of which is not meant to be a per diem amount:

Breakfast	\$ 7.50
Lunch	12.50
Dinner	30.00

Payments shall be made on a monthly basis as monthly invoices are received by the GPSC from the offeror, provided, however, that prior to each monthly payment, the offeror must be in compliance with as much of the contract as is applicable at the time, and, prior to final payment, the offeror shall have completed all obligations under the contract. Invoices shall be submitted based on actual expenses and time expended on the contract work, with labor rates for offeror personnel as agreed upon. Upon execution of a contract, the Utilities Division's Business Analyst will send instructions to the offeror to explain how the billings should be prepared, itemized and supported to effect payment. Additionally, the GPSC and the offeror will agree that the contract amount shall be subject to modification by agreement between them to accommodate changes in workload required of the offeror due to subsequent changes in the scope and level of the offeror's responsibilities, not otherwise properly compensated by the amount originally stated in the contract. The necessity of modifying the contract amount shall be determined by agreement of the offeror and the Staff, subject to GPSC approval.

### **3.3 Retention of Records**

The offeror shall keep and maintain all records and other documents pertaining to the performance of the contract until the final payment of funds to the offeror by the UAF Applicant Company or Companies pursuant to the contract is made. At such time, the physical custody of the records and documents shall be returned to the GPSC.

### **3.4 Contract**

The proposal shall state acceptance by the submitting party of Articles II through VI of the attached sample contract (Attachment I). Payment under this contract shall be made in accordance with the provisions of Section 3.2 of this RFP.

## **4.0 PROPOSAL EVALUATION**

### **4.1 Selection Process**

The GPSC Staff shall evaluate each proposal submitted by utilizing the evaluation criteria below. On the date shown in Section 1.3, Procurement Timetable, the GPSC shall select offerors to provide the consulting services described in this RFP.

## **4.2 Evaluation Criteria**

The offeror shall meet, and where applicable shall commit to meeting, all of the requirements of this RFP. The GPSC shall use its judgment to select a vendor, as indicated in this RFP.

In awarding the contracts for these services, the GPSC shall make written awards of contracts to the offerors whose proposals are the most advantageous to the State. The GPSC Staff shall evaluate each proposal submitted by utilizing the evaluation criteria below:

- A. The cost of the consulting services requested.
- B. Demonstrated experience and competence of the offeror in performing tasks similar to those contained in this RFP.
- C. The ability of the offeror to provide effective consulting services concerning the tasks on which the offeror is bidding.

The GPSC shall consider each proposal in a manner that does not disclose the contents of the proposal to competing offerors.