

2015 LNPA Vendor Qualification

1. GENERAL PROJECT INFORMATION

1.1 STATEMENT:

Introduction and Purpose

Pursuant to the Telecommunications Act of 1996, the Federal Communications Commission (FCC) has adopted a succession of orders implementing Local Number Portability (LNP), which allows consumers to change service providers for telecommunications services at the same location without changing their telephone numbers. Currently, LNP is enabled in the seven United States former Regional Bell Operating Company (RBOC) service areas or regions, including their related Territories (each a "Region" and collectively, the "Regions") through seven databases, one in each Region, collectively referred to as the Number Portability Administration Center/Service Management System (NPAC/SMS). Each Regional database is operated and administered by a Local Number Portability Administrator (LNPA), neutral and independent from Telecommunications Carriers. A separate Master Agreement governs the operation and administration of the NPAC/SMS by the LNPA in each of the seven Regions and specifies the terms and conditions for providing NPAC/SMS services (referred to as the "Services").

All Master Agreements in all Regions are managed by the North American Portability Management LLC (NAPM LLC), and all Master Agreements in all Regions expire on June 30, 2015. The FCC has delegated authority to its advisory committee, the North American Numbering Council (NANC), working in consultation with the NAPM LLC, to implement a vendor selection process for the next-generation NPAC/SMS in all Regions, to commence at the expiration of the current Master Agreements. This vendor selection process includes issuance of a Request For Information (RFI) and a subsequent Request For Proposal (RFP) and will culminate in the selection of the LNPA in each of the seven Regions. The purpose of the NANC is to advise the Commission and to make recommendations, reached through consensus, that foster efficient and impartial number administration. The NANC, a diverse body with consumer, state government, and industry representatives, has established an LNPA Selection Working Group (SWG) to oversee the selection process of the LNPA. See Order, WC Docket No. 09-109 and CC Docket No. 95-116, DA 11-883, (adopted May 16, 2011) for process information and the respective roles of the FCC, NANC, and NAPM LLC. During this process, options for replacement and/or enhancement of the current NPAC/SMS in all Regions may be considered.

The purpose of the RFP is to provide each prospective RFP vendor (referred to as a Respondent or a Bidder) with an opportunity to demonstrate how its proposal satisfies the requirements of the RFP and will benefit Telecommunications Carriers and other qualified parties who will be Users of the NPAC/SMS and who rely upon the NPAC/SMS for the rating, routing, and billing of calls, law enforcement and other parties who may be granted certain limited and special access to NPAC/SMS data for other permissible purposes, and ultimately consumers. Each Respondent is instructed to answer all questions in as concise and complete a manner as possible, and in many instances, the Respondent is provided with an opportunity to elaborate on its answers.

The RFP process is comprised of three surveys, which should be completed in this order: (1) Vendor Qualification, (2) Technical Requirements Document, and (3) the RFP. This Vendor Qualification survey is the first step in the RFP process and is intended to provide uniform Vendor Qualification Criteria and acceptance of key business terms and conditions as a condition for consideration of a Respondent's responses to the RFP survey.

The qualification process will require satisfaction of the following two requirements:

1. Submission of detailed responses to the Vendor Qualification Criteria, set forth in Section 3, by the RFP Response Cut-off Date described in Section 1.5, including representations regarding neutrality (as defined in Section 3.4) and acceptance of key business terms and conditions; and
2. Substantiation of neutrality, pursuant to delivery of a legal opinion, on or before the RFP Response Cut-off Date indicated in Section 1.5.

The NAPM LLC has authorized one of its Advisory Committees, the Future of NPAC Subcommittee (hereafter referred to as the FoNPAC) to project manage the RFP process, including the solicitation and evaluation of responses to this Vendor Qualification survey. The Iasta® SmartSource SRM® Tool will be used to gather, evaluate, and weigh all responses to this Vendor Qualification survey as part of the LNPA selection process. The LNPA selection process is expected to conclude on or about March 2013.

1.2 STATEMENT:

Local Number Portability (LNP)

LNP is the ability of users of telecommunications services, to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. (See 47 USC § 153(30)).

Currently, the LNPA provides a total solution for maintaining, administering, and operating the NPAC/SMS in each of seven United States Regions for the continued operation of LNP. The NPAC/SMS is the system that manages the porting and pooling of telephone numbers (TNs).

The NPAC/SMS in each Region serves as a central coordination point for LNP activity in that Region. The LNPA provides management, administration, and oversight for, as well as integration of, Data Center operations, hardware and software development, and all maintenance related functions. The LNPA is responsible for achieving performance standards established and amended from time to time by the industry, for providing user and technical support services (e.g. Help Desk), for providing off-line testing with service providers' systems and training for industry participants on an ongoing day-to-day basis.

The NPAC/SMS is a hardware and software platform that comprises the database in each Region required to effect the porting/pooling of telephone numbers and proper call routing of telephone numbers and associated advanced calling features in all Regions. In general, the NPAC/SMS receives information from both the old and new service providers (concurrency, routing information, including the new Location Routing Number (LRN)), validates the information received, and broadcasts the new routing information when an "activate" message is received, indicating that the end user customer has been physically connected to the new service provider's network. The NPAC/SMS also contains a record of all ported/pooled telephone numbers and a history file of transactions relating to the porting/pooling of a telephone number. The NPAC/SMS provides the ability to retransmit LNP information to service providers under certain conditions. The NPAC/SMS is not involved in real time call processing, because this function resides solely in the respective networks of the underlying service providers.

The NPAC/SMS interfaces with service providers via their Service Order Activation (SOA) systems and Local Service Management Systems (LSMS). The NPAC/SMS Interoperable Interface Specification (IIS) defines the interface between the NPAC/SMS and the SOA/LSMS systems for a Regional architecture. The NPAC/SMS Functional Requirements Specification (FRS) defines functional and operational requirements for the NPAC/SMS. The Abstract Syntax Notation 1 (ASN.1) describes the data structures for representing, encoding, transmitting, and decoding data. The Guidelines for the Definition of Managed Objects (GDMO) serves as the guideline for defining network objects under the Telecommunications Management Network. The above-referenced current technical documents are posted at the following URL: https://www.napmlc.org/pages/npacrfp/npac_rfp.aspx

1.3 STATEMENT:

Vendor Qualification Response Instructions

1. All responses to this Vendor Qualification survey must be submitted through the Iasta® SmartSource SRM® Tool. The Iasta® SmartSource SRM® Tool is an "on demand" technology that contains product platforms (such as Product Management and Decision Optimization) for sourcing teams.
2. All questions about the Vendor Qualification survey must be posted in the on-line "Forum" in the Iasta® SmartSource SRM® Tool. Questions will be answered by the FoNPAC as quickly as possible. Please note that all questions and answers can be viewed by any User with access to this RFP survey in the Iasta® SmartSource SRM® Tool.
3. Respondents must satisfy the Vendor Qualification Criteria set forth in Section 3 of this Vendor Qualification survey in order for a Respondent's RFP submission to be considered.
4. All responses to this Vendor Qualification survey must be received on or before the RFP Response Cut-off Date as described in Section 1.5 of this Vendor Qualification survey via the Iasta® SmartSource SRM® Tool.

1.4 STATEMENT:

Treatment of Information and Confidentiality

All responses to this Vendor Qualification survey become the property of the NAPM LLC upon submission, and the NAPM LLC and the FoNPAC expressly reserve the right to reject any and all responses to this Vendor Qualification survey without an explanation. The NAPM LLC and the FoNPAC may engage an independent consultant to assist in the evaluation of responses to this Vendor Qualification survey, and to the RFP survey and the TRD survey and to make recommendations to the NAPM LLC and the FoNPAC. The NAPM LLC and the FoNPAC reserve the right to request additional information or clarification.

No Respondent's information submitted, with the exception of pricing information, will be treated as confidential or subject to any restrictions on its use and disclosure. Pricing information submitted may be shared under confidentiality agreements with members of the SWG, the FoNPAC, the NAPM LLC, and FCC staff in connection with evaluation of a Respondent's RFP response.

All supporting documents related to a Respondent's submission to this Vendor Qualification survey must reference "Request for Proposal No. 2015-LNPA-VENDOR QUALIFICATION-1." Vendor Qualification survey responses must be submitted in accordance with the instructions in Section 1.3 VENDOR QUALIFICATION RESPONSE INSTRUCTIONS. Any Vendor Qualification survey response submitted after the RFP Response Cut-off Date as described in Section 1.5 of this Vendor Qualification survey will not be considered. A Respondent is solely responsible for ensuring that its response is submitted and received by the FoNPAC in accordance with the instructions. All submissions in connection with this RFP, including this Vendor Qualification survey must be complete, truthful, and accurate. Material misrepresentations or omissions may result in disqualification or reductions in scoring.

In exchange for consideration of a Respondent's submission to this Vendor Qualification survey, Respondent agrees by such submission to indemnify and hold harmless the NAPM LLC, the FoNPAC, the SWG, their employees, officers, agents, contractors, consultants, Members, and counsel from and against any and all liabilities, demands, damages, expenses and losses arising from such submission and response and any subsequent award or decision not to award a contract pursuant to the RFP or the vendor selection process. The Respondent shall be solely responsible for any claims, costs, or damages it incurs in connection with all submissions and responses to this Vendor Qualification survey.

1.5 STATEMENT:

RFP Process Time Line

Below is the proposed time line for the vendor selection pursuant to the RFP. The FoNPAC reserves the right to modify or adjust the following dates or to otherwise change or amend the time line:

RFP:

08/03/2012 - Public Notice published by FCC

09/14/2012 - Request for access to Iasta® SmartSource SRM® Tool made available

09/28/2012 - RFP survey, Vendor Qualification survey, and the TRD survey made available on the Iasta® SmartSource SRM® Tool

11/30/2012 - RFP Response Cut-off Date, the date all responses and submissions to the RFP survey, Vendor Qualification survey, and the TRD survey are due

03/29/2013 - LNPA Vendor selection recommendation by the FoNPAC to the SWG

05/15/2013 - FCC approval of Vendor selection for all Regions

1.6 STATEMENT:

Iasta® SmartSource SRM® Tool Training

A Respondent can access on-line training within the Iasta® SmartSource SRM® Tool with Respondent's login credentials. The information in the "Training" section on this project website is easily accessed to learn more about using this tool. A Respondent can find the "Training" link on the left side of the project website.

Abbreviations and Terminology:

Refer to "Glossary of Terms and Abbreviations" document in the Iasta® SmartSource SRM® Tool.

1.7* QUESTION:

Respondent Acknowledgement

Respondent agrees that the submission of responses to this Vendor Qualification survey constitutes acceptance of all referenced and required terms and conditions set forth in this Vendor Qualification survey.



(no answer)



Acknowledged

2. GENERAL VENDOR COMPANY INFORMATION

2.1* QUESTION:

Please provide detail of the types of businesses or different lines of business in which the Respondent is engaged, including the percentages and revenues from each such type or lines of business.

Optional Attachments:

[Attach a file to this answer](#)

2.2* QUESTION:

Please provide the following information about Respondent:

Company Name	
Company Address 1	
Company Address 2	
City, State and Zip Code	
Primary Contact Name	
Primary Contact Phone	
Primary Contact Email	
Secondary Contact Name	
Secondary Contact Phone	
Secondary Contact Email	

* Red cells are required

2.3* QUESTION:

Is the above address also the accounts receivable address for the Respondent? If not, please provide the accounts receivable address in the area below.

2.4* QUESTION:

Please provide details of the ownership and organizational structure, including affiliates and subsidiaries, of the Respondent, including a listing of all Officers and members of the Board of Directors.

Optional Attachments:

[Attach a file to this answer](#)

2.5* QUESTION:

How many years has the Respondent been in business? Has the Respondent ever done business under a different name(s), to include mergers and acquisitions? If so, please provide the name(s).

2.6* QUESTION:

Is the Respondent publicly traded or privately held?

- (no answer)
- Public Company
- Private Company

2.7 QUESTION:

If the Respondent is publicly traded, please provide the stock symbol and the exchange where the Respondent's stock is traded.

2.8* QUESTION:

What is the total number of employees of the Respondent?

3. VENDOR QUALIFICATION CRITERIA

3.1

STATEMENT:

IN ORDER TO BE CONSIDERED AS A PRIMARY VENDOR FOR THE RFP, PROVIDE DETAILED RESPONSES TO **ALL** OF THE QUESTIONS LISTED IN THIS SECTION 3 AS VENDOR QUALIFICATION CRITERIA.

3.2* QUESTION:

Financial Responsibility and Stability (capability to perform for the duration of the Master Agreements)

In order to be recommended for selection under the RFP vendor selection process as a Primary Vendor, a Respondent must possess sufficient financial responsibility and stability commensurate with the scope and duration of the Services to be delivered pursuant to the Master Agreements. Please provide a concise description of the financial condition of the Respondent as the Primary Vendor and of all Sub-Contractor(s), if any, that the Respondent will engage or include in providing the Services required by the RFP. In addition to answering all questions in the Vendor Qualification survey, please attach:

- The most recent audited financial statements and annual report for the previous three years of the Respondent and all such Sub-Contractor(s), if any.
- Responses must include all characteristics of the Respondent's (and all such Sub-Contractor(s)', if any) financial strength and wherewithal to demonstrate support that they can perform under a multi-year business contract of the magnitude and duration potentially to be awarded under the RFP.

Optional Attachments:

[Attach a file to this answer](#)

3.3 STATEMENT:

Local Number Portability (LNP) Experience:

In order to be recommended for selection under the RFP vendor selection process as a Primary Vendor, a Respondent must possess sufficient experience and technical and operational capabilities to deliver the Services required by the RFP in a timely, cost-effective, and technically and operationally proficient manner.

3.3.1* QUESTION:

Provide a description of:

- any experience the Respondent and/or any Sub-Contractor(s) that the Respondent may engage, has as an LNPA or provider of NPAC/SMS services, or knowledge of how LNP is implemented within the Regions;
- any experience the Respondent and/or any Sub-Contractor(s) the Respondent may engage, has as an LNPA or provider of number portability administration that is performed in other countries which may be similar to the way LNP is implemented within the Regions;
- products and services offered, customers served, successful performance of the functional/technical skills required on LNP activities performed for other customers (including contract duration, scope and order of magnitude of contract values);
- customer benefits that resulted from such successful performance; and
- proven results for exceptional customer service.

These responses must include a concise description of the principal business of the Respondent and Sub-Contractor(s), if any, including such items as company background, characteristics of business strength, and any accomplishments and capabilities that demonstrate a strong foundation for managing and operating the NPAC/SMS.

- (Note: A document can be attached with this information.)

Optional Attachments:

[Attach a file to this answer](#)

3.3.2* QUESTION:

Identify and describe all threatened, pending, or concluded lawsuits or proceedings of any kind, (including but not limited to proceedings involving a governmental authority, whether federal, state, local, or foreign), during the immediately preceding five years asserting or involving terminations, breach or non-performance or deficient performance by the Respondent or such Sub-Contractors that the Respondent has or would engage, under contracts, agreements or other arrangements, and identify and describe all threatened, pending, or concluded proceedings involving neutrality under any contract or arrangement.

(Note: a document can be attached, if necessary)

Optional Attachments:

[Attach a file to this answer](#)

3.3.3* QUESTION:

Identify and explain any other instances of terminations of contracts, agreements or other arrangements within the preceding five years, prior to the completion or full term, whether voluntarily or by action of other parties.

Optional Attachments:

[Attach a file to this answer](#)

3.3.4* QUESTION:

Provide three current client references that Respondent has been doing business with, for three years or longer. Client references may not include the NAPM LLC itself or any individual that serves as a company representative or consultant for the NAPM LLC, FoNPAC or SWG. Include the client or customer's official or registered name, nature of relationship, contact title, phone number, and email address.

	Reference 1	Reference 2	Reference 3
Client or Customer Official or Registered Name			
Nature of Relationship			
Contact Person			
Contact Person Title			
Contact Phone Number			
Contact Email Address			

* Red cells are required

Optional Attachments:

[Attach a file to this answer](#)

3.3.5* QUESTION:

Past Performance Reference Questionnaire

The RFP Respondent shall complete Part I of the Past Performance Reference Questionnaire (see Reference Questionnaire in the Iasta® SmartSource SRM® Tool attachment area). The Respondent shall arrange with its client references, including at least those references identified in section 3.3.4, for completion of PART II of the Questionnaire. Client references may not include the NAPM LLC itself or any individual that serves as a company representative or consultant for the NAPM LLC, FoNPAC or SWG. Respondent must ensure that its references return the completed Part II to the NAPM LLC, in a sealed envelope, by the RFP Response Cut-off Date. Additional instructions are included in the Questionnaire.

Has the Respondent distributed the Past Performance Reference Questionnaires?

- (no answer)
- Yes
- No

3.3.6* QUESTION:

List three large client or customer accounts that Respondent has obtained in the past 12 months.

	Client 1	Client 2	Client 3
Client or Customer Name			
Reasons for business award			

* Red cells are required

Optional Attachments:

[Attach a file to this answer](#)

3.3.7* QUESTION:

Provide three client or customer contacts, including contact information that have terminated business with you or not renewed over the last five years, and specify the length of time services were provided prior to termination and the reasons for termination.

If you do not have any client or customer contacts that fit these criteria, please indicate "none" in each red box.

	Client 1	Client 2	Client 3
Client or Customer Official or Registered Name			
Length of Relationship			
Reasons for termination			
Client Contact Name			
Client Contact Phone			

* Red cells are required

3.4 STATEMENT:

Neutrality

In accordance with law and FCC regulations (FCC 96-286 pp89, pp92, pp93, pp98; and in FCC 97-289, pp25, pp29, pp30, pp127 and CFR Title 47, Section 52.12(a)), in order to be recommended for selection under the RFP vendor selection process as a Primary Vendor, a Respondent must be a non-governmental entity that is impartial and is not aligned with any particular telecommunications industry segment and that can assure that access to the NPAC/SMS for all qualified Users is at all times evenhanded, impartial and nondiscriminatory. This criterion requires that the Primary Vendor (and all Sub-Contractors that the Primary Vendor will engage or include in providing the Services) must at all times be "Neutral Third Parties." For purposes of being a Neutral Third Party, an entity must satisfy **ALL** of the following criteria:

(1) The entity

a. is not a Telecommunications Carrier,

b. is not owned by, or does not own, any Telecommunications Carrier; provided that ownership interests (measured by equity interest in stock, partnership interests, whether general or limited, joint venture participation, or member interests in a limited liability company) or voting power (on any one or more matters) of five percent (5%) or less (of the total outstanding ownership interests or voting power) shall not be considered ownership for this purpose;

c. and is not an affiliate, by common ownership or otherwise, of a Telecommunications Carrier. For purposes of this definition, an affiliate is an entity that controls, is controlled by, or is under common direct or indirect control with another entity, and an entity shall be deemed to control another if such entity possesses either directly or indirectly (i) ownership interests (measured by equity interest in stock, partnership interests, whether general or limited, joint venture participation, or member interests in a limited liability company) of greater than five percent (5%) (of the total outstanding ownership interests), (ii) voting power (on any one or more matters) of greater than five percent (5%) (of the total outstanding voting power), or (iii) the power to direct or to cause the direction of management and policies of such entity, whether through ownership of or rights to vote, by contract, agreement, or otherwise.

(2) The entity or any Affiliate has not issued a majority of its debt to, nor derive a majority of its revenues (not including the NPAC/SMS) from, any Telecommunications Carrier. For this purpose, "majority" means greater than 50%, and "debt" means stocks, bonds, securities, notes, loans or any other instrument of indebtedness.

(3) The entity is not subject to undue influence by parties with a vested interest in the outcome of numbering administration and activities, and the entity is not involved in a contractual or other arrangement that would impair its ability to administer the NPAC/SMS fairly and impartially as an LNPA or to implement the schedule set forth in the IASTA® SmartSource SRM® Tool, called the FoNPAC Timeline.

For purposes of the above three criteria, a Telecommunications Carrier is an entity that either (i) possesses the requisite authority to engage in the provision to the public of facilities-based wireline local exchange or CMRS telecommunications services in any State or Territory of the United States, or (ii) is one of the following three classes of interconnected Voice over Internet Protocol ("VoIP") providers: (I) Class 1, a standalone interconnected VoIP provider that obtains numbering resources directly from the North American Numbering Plan Administrator (NANPA) and the Pooling Administrator (PA) and connects directly to the PSTN (i.e., not through a PSTN Telecommunications Carrier partner); or (II) Class 2, an interconnected VoIP provider that partners with a facilities-based Public Switched Telephone Network (PSTN) Telecommunications Carrier to obtain numbering resources and connectivity to the PSTN via the Telecommunications Carrier partner; or (III) Class 3, A non-facilities-based reseller of interconnected VoIP services that utilizes the numbering resources and facilities of another interconnected VoIP provider (analogous to the "traditional" PSTN reseller).

The Respondent must specifically address and demonstrate that as a Primary Vendor it is a Neutral Third Party and must disclose the identity and corporate affiliations of all Sub-Contractor(s) that it will engage or include in providing the Services required by the RFP (including software and hardware Sub-Contractors), if any and all contractual relationships, arrangements or other factors that would enhance or impair the Primary Vendor's and Sub-Contractors' ability to ensure that the LNPA is at all times a Neutral Third Party and that access to the NPAC/SMS for all qualified users is at all times evenhanded, impartial, and nondiscriminatory.

The Respondent must also demonstrate an understanding and willingness to implement policies and procedures that will ensure satisfaction of these criteria and requirements.

The technical requirements for NPAC/SMS are defined in the RFP. It is possible for a Primary Vendor that is precluded from being the NPAC/SMS Administrator may be allowable as another Primary Vendor's Sub-Contractor (hardware/software provider) if that Primary Vendor qualifies as a Neutral Third Party in responding to the RFP.

A Respondent's submission to this Vendor Qualification survey and the RFP must fully disclose the corporate identity or affiliation of its Sub-Contractor(s), if any. Failure to adequately do so will be a basis on which to disqualify the Primary Vendor from the RFP.

3.5* QUESTION:

Neutrality Audit

The Respondent must attach a Legal Opinion, at its expense, to substantiate its neutrality per the criteria set forth in section 3.4 of this Vendor Qualification survey.

The "Legal Opinion" required to be delivered by every Respondent pursuant to Section 3.5 shall mean (1) a written communication, (2) that is delivered to the NAPM LLC and the FoNPAC expressly for the purpose of responding to this Vendor Qualification survey and for use in connection with evaluation pursuant to the RFP, (3) that is prepared by a person licensed and in good standing to practice law in any state of the United States and who represents the Respondent, (4) that concludes that Respondent is a Neutral Third Party as set forth in Section 3.4, and (5) that constitutes a third party legal opinion governed by and subject to the RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS and the Opinion Accord of the American Bar Association Section of Business Law (1991).

Failure by a Respondent to deliver this Legal Opinion substantiating Neutrality on or before the RFP Response Cut-Off Date indicated in Section 1.5 will be cause for disqualification, and the Respondent's submission in response to the RFP survey shall not be considered.

Respondent understands that by submitting a response and attaching a Legal Opinion to this section, it acknowledges and agrees to the foregoing requirement of the delivery of a Legal Opinion substantiating Neutrality.

- (no answer)
- Agree
- Disagree

Optional Attachments:

[Attach a file to this answer](#)

3.6 STATEMENT:

Acceptance of Key Business Terms and Conditions

Each Respondent submitting Responses to the RFP must submit responses to this Vendor Qualification survey to identify which of the following key business terms and conditions that such Respondent as the Primary Vendor, would agree to or not agree to if selected for recommendation as an LNPA to the SWG, by answering "Agree" or "Disagree" to each business term and condition. These terms and conditions are expected to be included in one or both of each Master Agreement between a successful Primary Vendor as an LNPA and the NAPM LLC in each Region and the uniform User Agreement between a successful Primary Vendor as an LNPA and each User of the NPAC/SMS; however, the following is not a comprehensive or complete listing of all contractual terms and conditions that may be included in those final and definitive agreements.

3.6.1* QUESTION:

Question 1:

The LNPA shall provide the NPAC/SMS and all Services at or above specified Service Level Requirements, and the Master Agreements and User Agreements shall specify remedies and recourse for any failure by the Primary Vendor to provide the NPAC/SMS and the Services at or above the Service Level Requirements. These remedies and this recourse may include monetary Performance Credits, price reductions, and, in certain specified circumstances, termination.

- (no answer)
- Agree
- Disagree

3.6.2* QUESTION:

Question 2:

The LNPA shall be compensated solely and exclusively from payments by Users pursuant to uniform and nondiscriminatory User Agreements and in accordance with applicable regulatory requirements and shall not look to or in any way seek payment from the NAPM LLC.

- (no answer)
- Agree
- Disagree

3.6.3* QUESTION:

Question 3:

The LNPA must post a Performance Bond or equivalent Letter of Credit or other instrument in an amount in each Region sufficient to ensure the prompt and faithful performance under the Master Agreements and User Agreements, payable as specifically to be set forth therein and in the Master Agreements, in the event of the termination of the Master Agreements before the term specified therein, for any reason other than a regulatory event, but including by reason of the failure of the LNPA to remain and to be a Neutral Third Party.

- (no answer)
- Agree
- Disagree

3.6.4* QUESTION:

Question 4:

The LNPA shall monitor its compliance with all Service Level Requirements specified in the Master Agreements and the Methods and Procedures documents (M&Ps) and certain other specified requirements and functionalities set forth in the Master Agreements and User Agreements and issue reports on such compliance at specified periodic intervals.

Additionally, by submitting response to the RFP, Respondent understands and agrees that any NANC Change Orders implemented in the NPAC/SMS subsequent to the issuance of the RFP, or scheduled for implementation prior to the turn-up of the next-generation NPAC/SMS described in the RFP, MUST be incorporated into the proposed NPAC/SMS platform and ready for implementation at turn-up as part of the Services to be offered under the Master Agreements.

- (no answer)
- Agree
- Disagree

3.6.5* QUESTION:

Question 5:

The LNPA must agree to submit to a Gateway Evaluation Process (GEP) detailed in the Master Agreements and M&Ps to monitor enumerated key performance requirements (referred to as GEP Elements), the failure of which will result in remedies in addition to and separate from Performance Credits and the other specific remedies and recourse set forth in the Master Agreements and User Agreements with respect to all Service Level Requirements generally. Pursuant to this GEP, an independent third party (GEP Auditor) compensated by the LNPA shall measure, audit and report on the LNPA's satisfaction of these GEP Elements during specific 12 calendar month periods (each referred to as an "Evaluation Period"). Pursuant to this GEP compliance with these GEP Elements will be reported as either "Pass" or "Fail" and depending on the frequency and number of "Fails" during any specific Evaluation Period, certain reductions in pricing or other remedies under the Master Agreements will apply until the following Evaluation Period and its resulting report. The qualifications of the GEP Auditor, the selection of the GEP Auditor, certain terms regarding the scope of services and terms of a contract between the LNPA and the GEP Auditor, and certain details of the conduct and operation of the GEP shall be determined jointly by the LNPA and the NAPM LLC. If the LNPA and the NAPM LLC cannot agree to these items with specified time periods, the NAPM LLC shall make the relevant determination.

- (no answer)
- Agree
- Disagree

3.6.6* QUESTION:

Question 6:

The NAPM LLC shall have the right to terminate each Master Agreement entered into through this RFP with the LNPA for reasons of default as defined in the Master Agreements after a specified cure period has passed, including, but not limited to, unauthorized assignment and failure to provide adequate Services or to satisfy the Service Level Requirements, the failure of the LNPA to remain a Neutral Third Party, the merger into or acquisition of the LNPA by an entity that is not a Neutral Third Party, by an adverse change in the financial stability of the LNPA, including receivership, bankruptcy or assignment for the benefit of creditors, or for any reason or under circumstance required by or related to a change in the law or regulations requiring such termination. Upon such termination, unless Transition Services are provided as required below, Users shall be responsible for paying the LNPA only for Services performed prior to such termination, and Users shall not be liable for anticipated or expected profits, charges or fees on Services not performed. The NAPM LLC shall have absolutely no liability for any payments to the LNPA.

- (no answer)
- Agree
- Disagree

3.6.7* QUESTION:

Question 7:

Upon termination for any reason or non-renewal at the conclusion of the term of a Master Agreement, the LNPA shall agree to cooperate with the NAPM LLC, if requested, to effect the orderly transition of Services to a successor LNPA by providing specified Transition Services for a specified period at reasonable rates consistent with the charges in effect prior to termination or non-renewal.

- (no answer)
- Agree
- Disagree

3.6.8* QUESTION:

Question 8 :

Because of the possibility that the impartiality of the LNPA could be impaired or could suffer from an appearance that it is impaired, if the LNPA seeks itself or through an Affiliate to qualify as a User of the NPAC/SMS, it must agree to submit to a determination of its eligibility to be a User by an independent third party selected by the NAPM LLC and compensated by the LNPA (the "New User Evaluator" or "NUE") subject to certain dispute resolution procedures set forth in the Master Agreement (the NUE Process). This determination by the NUE shall be made after an evaluation is performed by the NUE for each and every product or service that the LNPA wishes to offer as a result of being a User before such product or service is launched and periodically thereafter and may include considerations or limitations not imposed upon other Users because they are not also acting as the LNPA. The consequences of a determination under this NUE Process that is adverse to the LNPA may be discontinuation or termination of services or products offered or contemplated to be offered by the LNPA. The NUE Process will also be used for other purposes detailed in the Master Agreements and the cost of the NUE for those purposes will also be borne solely by the LNPA.

- (no answer)
- Agree
- Disagree

3.6.9* QUESTION:

Question 9:

The NAPM LLC shall be granted appropriate license rights in and to any technology or other intellectual property that is developed for and at the request of NAPM LLC for the NPAC/SMS and for the purposes of providing the Services; and the LNPA and all Sub-Contractor(s), if any, shall agree to appropriate limitations on their use of any such technology or other intellectual property for purposes other than the express provision of the NPAC/SMS and the Services.

- (no answer)
- Agree
- Disagree

3.6.10* QUESTION:

Question 10:

The LNPA and Sub-Contractor(s), if any, shall deposit all technology and other intellectual property (including Source Code and Object Code) and related documentation under its control, that is necessary to the operation of the NPAC/SMS and the provision of these Services, including all billing and collections functions, with a mutually agreeable escrow agent for release to and the use by the NAPM LLC (or its agents or contractors) as a nontransferable licensee, or to allow a successor Primary Vendor as a nontransferable licensee, the ability to operate the NPAC/SMS and to provide Services, in the event of termination or non-renewal of the Master Agreements for a specified time.

- (no answer)
- Agree
- Disagree

3.6.11* QUESTION:

Question 11:

The LNPA shall, at its own cost and expense, obtain and maintain all licenses, authorization, permits and permissions required by applicable legislative enactment and regulatory authorizations necessary to operate and maintain the NPAC/SMS in each Region and to offer the Services, to pay all taxes incident thereto (including but not limited to, all applicable sales and use taxes and levies) and to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the obligations under the Master Agreements and the User Agreements, including but not limited to the compliance with all immigration laws, regulations, rulings, and ordinances.

- (no answer)
- Agree
- Disagree

3.6.12* QUESTION:

Question 12:

The LNPA shall organize itself by division, profit center or other physical or accounting means, to allow all costs, expenses and revenues from or associated with the NPAC/SMS and providing the Services to be identified and audited, so that use

of the NPAC/SMS and the Services are provided and billed in the most cost-effective, non-discriminatory, and transparent means possible.

- (no answer)
- Agree
- Disagree

3.6.13* QUESTION:

Question 13 :

The LNPA shall be required during the term of the Master Agreements to provide any price enhancements, additions and changes to the NPAC/SMS and to the Services pursuant to specific Statements of Work or other means in accordance with a procedure and process set forth in the Master Agreements.

- (no answer)
- Agree
- Disagree

3.6.14* QUESTION:

Question 14:

The LNPA shall be responsible for providing disaster recovery and backup plans with respect to the Data Centers sufficient to ensure that all data on the NPAC/SMS is recoverable at all times. In the event of a disaster, the LNPA shall not increase its charges under the Master Agreements in any Region or User Agreements or charge Users usage fees or other charges in addition to the fees otherwise payable under the Master Agreements and User Agreements. Such disaster recovery and backup process shall be subject to audit and periodic testing.

- (no answer)
- Agree
- Disagree

3.6.15* QUESTION:

Question 15:

NPAC/SMS servers and data centers and NPAC/SMS User Data must be maintained and stored in the continental United States. No data relating to any such Service will be stored, at, in, or through a site located outside of the continental United States.

The LNPA must agree and commit that it will not store, maintain, or warehouse, NPAC/SMS User Data in a physical or electronic form, on servers or otherwise, at any location that is not within the continental United States.

- (no answer)
- Agree
- Disagree

3.6.16* QUESTION:

Question 16:

The LNPA must agree and acknowledge that the NAPM LLC is not granting any exclusive right to provide Services in any Region.

- (no answer)
- Agree
- Disagree

3.6.17* QUESTION:

Question 17:

The LNPA must agree to be bound by a Most Favored Customer provision in the Master Agreement for all Regions, whereby in the event that the LNPA provides porting and pooling services similar in nature, scope and configuration to those provided through the NPAC/SMS (hereinafter a "Comparable Agreement"), on more favorable terms or with more favorable pricing, or both, than those under the Master Agreements and User Agreements (even if there are less favorable terms and pricing as well), then the LNPA must extend those more favorable terms and pricing under the Master Agreements and User Agreements awarded under the RFP. In addition, the LNPA must agree to advise the NAPM LLC in writing when it has entered into a Comparable Agreement and must expressly identify and categorize those terms and pricing arrangements which the LNPA has determined are more favorable and those which are less favorable than those under the Master Agreements and User Agreements.

- (no answer)
- Agree
- Disagree

3.6.18* QUESTION:

Question 18:

The LNPA, on behalf of itself and any Sub-Contractors, must agree that User Data shall be maintained as confidential information and may not be used or commercially exploited in any manner other than for the performance of the LNPA's obligations under the Master Agreements and User Agreements, subject to certain regulatory or legal requirements or, in certain cases, upon the consent of the NAPM LLC as set forth in the Master Agreements.

- (no answer)
- Agree
- Disagree

3.6.19* QUESTION:

Question 19:

The LNPA and Sub-Contractor(s), if any, agree to indemnify and hold harmless the NAPM LLC, its Members and their parents, subsidiaries, other affiliates, their direct and indirect customers, and the officers, directors, employees, successors, agents, consultants, representatives, attorneys and counsel, successors and assigns of any and all of them (collectively, the "Indemnified Parties"), from and against any and all claims, losses, damages, expenses, liabilities, suits, demands, causes of action, including costs and reasonable attorney's fees, or liens, including without limitation, those based on contract or tort, that arise out of or result from any or all of the following:

- (i) Injury or death to persons, or loss or damage to any and all property, including theft, in any way arising directly or indirectly out of, or occasioned by, caused or alleged to have been caused by, or on account of, the performance as the LNPA, or its Sub-contractor(s), if any, or its agents, or any director, officer, employee, agent or representative under the RFP, the Master Agreements or the User Agreements;
- (ii) Assertions under Workers Compensation or similar acts made by persons furnished by or employed by the LNPA or Sub-Contractor(s), if any, or by reason of any injuries to such persons; and
- (iii) Any failure on the part of the LNPA, or Sub-Contractor(s), if any, to satisfy all claims for labor, equipment, materials and other obligations relating to the performance under the Master Agreements or User Agreements.

The LNPA must agree to defend or settle, at its own expense, any action or suit asserted against the Indemnified Parties, including all proceedings involving income, sales, use, or other taxes, and shall reimburse the Indemnified Parties for reasonable attorneys' fees, interest, costs of suit and all other expenses incurred by the Indemnified Parties in connection therewith.

- (no answer)
- Agree
- Disagree

3.6.20* QUESTION:

Question 20:

The LNPA, on behalf of itself and all Sub-Contractor(s), if any, will defend or settle, at its own expense, any and all claims and suits against any of the Indemnified Parties alleging that any products or services furnished pursuant to the Master Agreements or the User Agreements, including any portion of the Services, infringe or constitute a misappropriation of any patent, trade secret, copyright or proprietary interest. The Primary Vendor will also pay all damages and costs that by final judgment or settlement may be assessed against or chargeable to any of the Indemnified Parties due to such infringement or misappropriation.

If a Primary Vendor's products or services, including any portion of the Services, become, or in the NAPM LLC's opinion are likely to become, the subject of a claim of infringement, the Primary Vendor will, at its option: (1) procure for the NAPM LLC the right to continue using the applicable product or service; or (2) replace or modify the product or service to provide the NAPM LLC with a non-infringing product or service that is functionally equivalent in all material respects.

(no answer)

Agree

Disagree

3.6.21* QUESTION:

Question 21:

During the term of this Agreement, the LNPA and Sub-Contractor(s), if any, shall obtain and maintain, with financially reputable insurers (i.e., carriers with an A.M. Best rating of A- :VIII, or better) which are licensed to do business in all jurisdictions where any work is performed or the Services are provided and which are reasonably acceptable to NAPM LLC, not less than the following levels of insurance coverage for each Region for which an RFP Contract is awarded:

a.) Worker's Compensation insurance coverage as provided for under any worker's compensation or similar law in any jurisdiction where any work is performed, of not less than the minimum required coverage amount required under the law of any jurisdiction where work is performed, and Employer's Liability insurance coverage of at least \$500,000 per each occurrence and in the aggregate;

b.) Commercial General Liability insurance coverage, including coverage for Contractual Liability and Products/Completed Operations Liability, with a limit of not less than \$10,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury liability (with contractual exclusion deleted) and in the amount of at least \$10,000,000 in the general aggregate, naming NAPM LLC, its members, their directors, officers, employees, agents and/or representatives as additional insured;

c.) Business Auto liability insurance coverage covering the ownership, maintenance or use of any owned, non-owned or hired automobiles with a limit of not less than \$2,000,000 combined single limit per accident for bodily injury and property damage liability, naming NAPM LLC, its members, their directors, officers, employees, agents and/or representatives as additional insured;

d.) Umbrella/Excess liability insurance coverage with limits of not less than \$15,000,000 combined single limit in excess of the above-referenced Employer's Liability insurance coverage, Commercial General Liability insurance coverage and Business Auto liability insurance coverage naming NAPM LLC, its members, their directors, officers, employees, agents and/or representatives as additional insured;

e.) "All Risk" Property insurance coverage covering not less than the full replacement cost of all Data Centers and personal property at risk, including business interruption or Continuation Insurance coverage sufficient to allow a Primary Vendor to continue to satisfy its obligations as an LNPA under the Master Agreements and User Agreements during the period of any covered loss.

f.) Errors and Omissions Liability insurance coverage in the amount of at least \$20,000,000 per claim with an annual aggregate of at least \$20,000,000 inclusive of legal defense costs.

Neither the LNPA nor its insurer(s) shall have a right of subrogation against the NAPM LLC based on any loss or liability insured against under the foregoing insurance. Policies for the above-referenced insurance must be endorsed to name the NAPM LLC as an additional insured and state: "North American Portability Management LLC is to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the coverage limits." Also, the LNPA must furnish certificates evidencing the foregoing insurance coverage within thirty (30) days following execution of any Master Agreement and prior to the commencement of any work and prior to the renewal thereof, in form and content to NAPM LLC, evidencing that the above insurance is in force and contains a provision that it will not be canceled or materially altered without first giving NAPM LLC thirty (30) days prior written notice and that all coverage is primary to any insurance carried by NAPM LLC or its Members.

Nothing contained in this section shall limit the LNPA's or Sub-Contractor's, if any, liability to NAPM LLC to the limits of insurance coverage certified or actually carried.

- (no answer)
- Agree
- Disagree

3.6.22* QUESTION:

Question 22:

A Respondent shall submit a list of all Sub-Contractor(s), if any are to be engaged by the Respondent as the Primary Vendor, to NAPM LLC with these responses, for review and approval. Any subsequent change in the use of any Sub-Contractor(s) shall require the review and approval of NAPM LLC.

- (no answer)
- Acknowledged

Optional Attachments:

[Attach a file to this answer](#)

3.6.23* QUESTION:

Question 23:

The LNPA shall not have the right to assign any obligations, rights, duties or responsibilities under the Master Agreements or User Agreements, without the prior written approval of the NAPM LLC, nor shall the LNPA have the right to assign or to pledge any monies due or accounts received under any Statement of Work or the Master Agreements or User Agreements without the prior written approval of the NAPM LLC.

- (no answer)
- Agree
- Disagree

3.6.24* QUESTION:

Question 24:

The governing law under the RFP, the Master Agreements and the User Agreements entered into through the RFP shall be that of the State of Delaware.

- (no answer)
- Agree
- Disagree

3.6.25* QUESTION:

Question 25 :

The LNPA, on behalf of itself and all Sub-Contractors, if any, must agree with respect to any dispute arising in connection with any Master Agreement in any region or with any User Agreement to be bound by binding arbitration in the state of Colorado in accordance with the procedure agreed to in each Master Agreement.

- (no answer)
- Agree
- Disagree

3.6.26* QUESTION:

Question 26:

In the event that the deployment of the NPAC/SMS or any aspect of the Service for any Region does not pass a mutually agreed upon Acceptance Plan set forth in the Master Agreement for that Region, designed to determine the LNPA's compliance with the functional and technical requirements of the RFP, the NAPM LLC shall have the option to terminate the Master Agreement in that Region without any penalties whatsoever to it or its Members, and their parents, subsidiaries, other affiliates, their direct and indirect customers and any Users, and the officers, directors, employees, successors, agents, consultants, representatives, attorneys and counsel, successors and assigns of any and all of them and the LNPA shall be liable for liquidated damages in the amount to be specified for each Region in which the Master Agreement is terminated.

- (no answer)
- Agree
- Disagree

3.6.27* QUESTION:

Question 27:

The LNPA, on behalf of itself and any Sub-Contractors must agree to the following limitations on liability under the Master Agreements and User Agreements for each Region:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY SOFTWARE OR SERVICES PROVIDED UNDER A MASTER AGREEMENT, THE USER AGREEMENTS OR ANY STATEMENT OF WORK OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDERTAKEN. EACH PARTY WAIVES ANY CLAIM TO PUNITIVE DAMAGES AGAINST THE OTHER.

THE LIMITATIONS OR EXCULPATIONS OF LIABILITY SET FORTH IN THE FIRST SENTENCE WILL NOT BE APPLICABLE TO:

- (a) INDEMNIFICATION CLAIMS;
- (b) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; OR
- (c) ANY BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS.

- (no answer)
- Agree
- Disagree

3.6.28* QUESTION:

Question 28:

A Respondent must commit to and represent that as an LNPA it possesses the ability to adopt and comply with the RFP's delivery schedule described in the FoNPAC Timeline as shown in the IASTA® SmartSource SRM® Tool.

- (no answer)
- Agree
- Disagree

4. NEXT STEPS

4.1 STATEMENT:

Conclusion:

Respondents will be notified if their responses to this Vendor Qualification survey are rejected, in whole or in part. If the rejection is due to failure to meet neutrality criteria (on the basis of neutrality as defined in Section 3.4, ITEM 3: Neutrality), the Respondent will have until the last day of the RFP survey submission interval to resubmit, addressing the identified Neutrality issue(s).