

USAC Dynamics GP Support Consulting Services

CONTRACT INFORMATION:

Method of Solicitation: Request for Proposal (RFP)
Contract Number: TBD
Award Effective Date: Month XX, 2016
Contract Period of Performance: Month XX, 2016 - Month XX, 2017
Solicitation Number: USAC-IT-2016-03-028
Solicitation Issue Date: April 19, 2016
Offer Due Date Extension: May 25, 2016 by 4:00 PM ET

CONTRACT ISSUED BY:

Universal Service Administrative Company (USAC)
2000 L Street NW, Suite 200
Washington, DC 20036

USAC CONTACT INFORMATION:

Aaron Hamm
Purchasing Team Lead
P: 202-776-0200
E: rfp@usac.org
Hours of Operation: 9:00 AM-6:00 PM ET, Monday-Friday

CONTRACTOR SIGNATURE:

Offeror Contact Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____

USAC SIGNATURE:

USAC Contracting Official Signature: _____ Date Signed: _____

Printed Name and Title of Contact: _____



SECTION A:

About Us and the Work

OVERVIEW OF THE PROJECT

The Universal Service Administrative Company (USAC) is dedicated to achieving universal service. This important principle suggests that all Americans deserve accessible, affordable and pervasive telephone and internet services. Our company is in the midst of a dramatic transformation to ensure that we are configured to achieve this goal.

USAC is seeking a firm that will provide us with technical and functional support for Microsoft Dynamics GP which is the accounting system supporting the Universal Services Fund (USF) and our internal USAC accounting functions.

WHY USAC EXISTS

USAC's reason for existence is to ensure that access to telecommunications and broadband is available to all Americans. We administer the universal service fund, some \$10 billion that goes to the companies and institutions that make this possible. Despite pervasive connectivity in most urban areas in the United States, as of January the FCC estimated that nearly 55 million Americans across the country had no access to broadband services. The funds we administer exist to fill these gaps in access.

We help deliver funding through four programs that are focused specifically on places where broadband and connectivity needs are not being met.

- The E-rate Program focuses on schools and libraries. School children and libraries should be at the forefront of digital learning, in spite of decreasing budgets.
- The Rural Health Care Program supports health care providers in rural areas who rely on telemedicine to provide care to their community. People who live in rural areas need access to phones just as much as those in urban areas, and need it to be affordable.
- The Lifeline Program supports the millions of households across the country that cannot afford basic telephony services. This program helps ensure they have access to essential services, such as basic phone service and the ability to dial 911.
- The High Cost Program works with telecommunications providers to wire areas of the country where costs are prohibitive.

USAC connects funds that enable these communities to have the opportunity to be a part of the same network system those in urban areas or well-funded school districts and health care systems take for granted. These funds fill an incredibly important gap in the market.

HOW IT WORKS

The universal service fund was established by the FCC in the implementation of the Telecommunications Act of 1996. Through this act, telecommunications carriers who provide interstate and international calls are required to contribute a percentage of their revenues to the universal service fund. The FCC is charged with making policy that ensures that the funds are distributed in a way that helps achieve this goal.

USAC collects these funds and manages their dissemination to companies and institutions that ensure that telephony and internet services are delivered in the programs described above. USAC's role is to disseminate these funds in such a way that we maximize connectivity but minimize waste, fraud and abuse of these resources.

The recipients of these funds are diverse, and the program has many complexities associated with policy, technology, and geographic diversity. This makes communicating about universal service, the programs and funds a challenging goal.

Within each of these beneficiary groups, applicants have varying levels of experience with our programs. Some schools are small, one-school systems. Some are large districts who have employees dedicated to the application process. Some carriers are household name brands with large teams. Some are small local carriers who maintain four payphones.

SECTION B:

Work Specifications

I. TYPE OF CONTRACT

This is an indefinite-quantity, indefinite-delivery (IDIQ) task order contract. Task orders issued under this Contract will be priced on a labor-hour basis using the fixed labor rates found on the Bid Sheet, see Attachment 1. Fixed labor rates must include wages, overhead, general and administrative expenses, travel expenses, and profit for each category of labor.

II. ISSUING TASK ORDERS

During the Contract Term, USAC will issue task orders to Contractors to obtain the services described in each task order. (See Section B.VII and C.III for additional task order information) Task orders may be issued only by the USAC Purchasing Department.

III. CONTRACT TERM

The Contract term is one base year and two one-year option periods. USAC anticipates that the IDIQ will be awarded on, or around, May 23, 2016.

IV. CONTRACT MINIMUM AND MAXIMUM VALUES

A. CONTRACT MINIMUM AMOUNT

The guaranteed minimum amount for each contract for the Contract Term is \$1,000.00. USAC will order at least this minimum amount of services under the Contract. Orders beyond the minimum amount will be determined by USAC needs. USAC is not obligated to order any services from Contractor beyond the Contract minimum amount.

B. CONTRACT MAXIMUM AMOUNT

The maximum value of each contract, for the base period and each option year is \$225,000.00.

V. WHERE THE WORK TAKES PLACE

All required Contract services must be performed within the United States. Services may require work at the Contractor's facilities and at USAC's office.

- Services requiring work at USAC's office (2000 L Street NW, Suite 200, Washington, DC 20036), will include appropriate work space and appropriate access to USAC's computer network. **NOTE: USAC will be relocating its headquarters to One Metro Center (701 13th Street, NW and 700 12th Street, NW, 9th and 10th Floors, Washington, DC 2005) in late June 2016.**
- The key personnel of the Contractor shall attend a kick-off meeting held at USAC's headquarters. Status update meetings, and other meetings, will be held virtually, except to the extent that USAC or the Contractor requires in-person presence. Visitors are asked to complete USAC's Visitor Form, [USAC Visitor Form](#) and wear a badge while on premises.

VI. 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 awarded as a result of this RFP will not be a subcontract under a Federal prime contract. USAC does, however, conduct its procurements 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 (collectively “Procurement Regulations”).

VII. TASK ORDER PROCESS

The consultants must be capable of providing experienced and qualified personnel to perform specified task order activities in accordance with timing requirements set forth in each task order.

- USAC will issue task orders in accordance with the procedures set forth in this contract. As specified in each task order(s) issued to the Contractor, Contractor will provide trained and experienced personnel who are capable of performing the tasks described in, and who meeting the qualifications listed under, the position descriptions set for in Attachment 2 and in each task order .
- Unless otherwise specified in a task order, Contractor personnel assigned to a task order shall maintain a work schedule consistent with USAC normal business hours and work practices. Contractor personnel are expected to comply with all of USAC’s rules pertaining to conduct in the workplace.
- Each task order will outline the invoicing and reporting instructions required specifically to that project.
- Work performed under a task order must be conducted according to the practices delineated in the task order. All personnel assigned to a task order shall, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, communication skills, and conduct themselves in a professional manner.

VIII. BACKGROUND

The Finance Department of USAC provides billing, collections, disbursements, and accounting functions for the USF and is responsible for the overall integrity of investments, assets, and financial statements related to the USF. USAC has two separate operational/accounting environments which are in-scope for this implementation:

- USF - The environment which incorporates the accounting elements specific to the Universal Service Fund itself. This is the larger and more complex of the two environments.
- USAC Internal - The environment which incorporates USAC’s internal/administrative accounting.

The current USF accounting environment is comprised of several modules of the Dynamics GP accounting system and associated add-ons as well as several custom operational systems which directly supports the billing, collection, and disbursement functions and which provides various data inputs into Dynamics GP. The USAC-internal accounting environment is comprised only of the Dynamics GP accounting system and associated add-ons, including GP Purchase Order Processing with the GP Receiving Module.

There are approximately 19 employees who use the Dynamics GP accounting system daily to manage the USF and USAC general ledgers, and 34 employees who access the system only occasionally. All users are located in USAC’s headquarters office in Washington, DC, although some users do periodically access the systems remotely using a Citrix application platform.

IX. SERVICES, DELIVERABLES AND DEFINITIONS

USAC requires the services of a contractor to provide technical and functional support for Dynamics GP, the accounting system supporting the Universal Service Fund (USF) and internal USAC accounting functions. The Contractor shall

provide project work consisting of system enhancements, configuration changes, and technical/functional support for Dynamics GP.

A. ASSIGNED TASK ORDERS:

Contractor personnel assigned to a task order shall perform all the services identified in the task order, and any tasks assigned by the USAC COTR, that reasonably fall within the scope of the task order, to the reasonable satisfaction of USAC.

B. SUPPORT SERVICES FOR DYNAMICS GP:

The Contractor shall provide ongoing support of USAC's Dynamics GP system through a help desk, accessible to USAC during normal USAC business hours, via telephone and web-based, contractor-supplied portal. The contractor shall provide these services on a labor hour basis and provide a tracking tool through their portal to allow USAC to monitor the status of all help desk requests.

C. SUPPORT FOR SYSTEM ENHANCEMENTS OR CONFIGURATION CHANGES OF DYNAMICS GP:

The Contractor shall provide support for system enhancements or configuration changes of Dynamics GP in support of USAC's Finance and Information Technology departments. The Contractor shall support any additional GP or GP 3rd Party modules USAC may purchase during the Contract Term. The modules included in USAC's current implementation of Dynamics GP are listed below:

- Bank Reconciliation
- Company Data Archiver
- Electronic Bank Reconcile
- Electronic Funds Transfer for PM and RM
- FastPath
- Fixed Assets
- REQLogic
- Forecaster
- SSRS
- General Ledger
- Integration Manager Distribution
- Integration Manager Financials
- Management Reporter
- MS SQL2012 English Standard
- Payables Management
- Receivables Management
- Rockton GP Tool Kit
- Safe Pay
- System Manager (Users of Dynamics GP)
- Mekorma
- Smart Connect
- eConnect
- Smart List Builder
- Excel Report Builder
- Envisage Postmaster
- Winthrop GP Power Tools

Additional Services and deliverables may be required as specified in individual task orders.

D. HELP DESK SUPPORT AND MAINTENANCE:

- Contractor shall provide a web ticketing system enabling USAC to enter a trouble ticket or request for assistance. The Contractor shall allow USAC to track support requests/tickets from open to close.
- Contractor shall respond to ticket requests according to the response times defined below in Section B.1(i)(4).
- Contractor shall provide telephone support and trouble-shooting for issues encountered in using Dynamics GP to perform USF and USAC accounting function.
- Contractor shall provide onsite support when necessary to facilitate trouble-shooting.
- Contractor shall perform functional enhancements and system configurations, as requested and approved by USAC.
- Contractor shall work with USAC technical staff to test, approve and deploy to production any changes required to resolve an issue or implement a functional enhancement.
- Provide telephone or onsite support for “how-to” questions and requests.

E. SYSTEM ENHANCEMENTS AND SYSTEM CONFIGURATION:

- Contractor shall perform enhancements and system configurations as specified in the task order as they relate to any changes required to resolve an issue or implement an enhancement.
- Provide telephone or onsite support for “how-to” questions and requests.
- Provide knowledge transfer to USAC technical staff.
- Provide written product support documentation to USAC when requested.

F. TRAINING:

- Contractor shall train end-users and technical staff, when requested, on topics relating to the Dynamics GP systems and modules. This may be informal desk-side training or classroom-based training.
- Contractor shall provide knowledge transfer of the Dynamics GP systems and modules and the configuration, installation, and enhancement of those systems and modules to USAC technical staff by providing documentation, one on one training, webinars or hands-on demonstrations.
- Provide written product support documentation to USAC when requested.

G. RESPONSE TIMES AND RESOLUTION CATEGORIES:

Contractor shall comply with the USAC Priority Code and response times as outlined below and shall communicate promptly and thoroughly to USAC if the expected resolution time frames fall outside of those listed below. (All times are Eastern Time.)

- During USAC business hours (Monday - Friday: 9 a.m. – 6 p.m.), USAC ticket requests shall be handled in the following manner:

Priority	Response	Goal for Remedy
Severity 1 – Critical Impact	Within 1 hour	Within 2 hours
Severity 2 – High Impact	Within 3 hours	Within 24 hours
Severity 3 – Minimal Impact	Within 1 business day	Within 3 business days
Severity 4 – Customer Request	Within 2 business days	Within 10 business days

- During non-USAC business hours, weekends and holidays, USAC ticket requests related to scheduled deployments shall be resolved in the following manner:

Priority	Response	Goal for Remedy
Severity 1 or 2	Within 1hour	Within 2 hour
Severity 3 or 4	Treated as if it was submitted at 9 a.m. on the next business day.	

- During non-USAC business hours, USAC ticket requests related to unscheduled deployments shall be submitted to a 24-hour helpdesk of the Contractor and shall be resolved in the following manner:

Priority	Response	Goal for Remedy
Severity 1 or 2	Within 1 hours	Within 4 hours
Severity 3 or 4	Treated as if submitted at 9am on the next business day.	

- USAC is closed for the following holidays:
 - New Year’s Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

H. SEVERITY CODE DEFINITIONS:

- Severity 1 – Critical Impact
 - Use when:
 - One or more modules are down (i.e., inoperable or inaccessible) affecting more than one user.
 - USAC’s access to the system is seriously affected; no alternative is immediately available.
- Severity 2 – High Impact
 - Use when one or more USAC employees are unable to use system for required function.
- Severity 3 – Minimal Impact
 - Use when USAC, system, or application can continue to work with bypass or fallback.
- Severity 4 - Customer Request
 - Use when USAC makes a non-problem related request.

X. KEY PERSONNEL AND LABOR CATEGORIES

The Contractor shall provide consultant staffing for one or more of the following labor categories, for one or more of the consulting services defined in above Section B.IX.:

1. Microsoft Dynamics Consultant
2. Source Code Developer for Dynamics GP

The position descriptions for each labor category identified in this section are set forth in Attachment X. The position descriptions include: (1) the overall purpose of the position; (2) the position’s essential duties; (3) the technical experience required for each position; and (4) the special skills necessary for the position.

Each of the Contractor’s personnel assigned to a task order must sign USAC’s Confidentiality Agreement, set forth in Attachment 4, as a condition to performance under this contract.

XI. COMMUNICATION

- Project Kick-Off Meeting
 - Contractor must be able to travel to USAC’s office for a project kick-off meeting, to be scheduled by the USAC Manager overseeing the Contract. This meeting should occur within one week of the Contract Effective Date. The Project Kick-Off meeting is intended to serve as an introduction between the Contractor, the Contractor's personnel who 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. Contractor shall prepare an agenda and briefing for the meeting including the items identified in the preceding sentence.

- Status Meetings
 - Key personnel must be willing to travel to USAC's office in accordance with the requirements of each Task Order
- Accessibility
 - Key personnel must be accessible via telephone or email during USAC's normal business hours, Monday through Friday (9:00AM-6:00PM ET).

SECTION C:

USAC Terms & Conditions

I. DEFINITIONS

“Contractor” means the Offeror whose proposal was selected for award of this Contract and whose signature is included in the Contract Cover Sheet, hereof. “Hourly Rate” means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of the labor category specified in the contract. “Data” means recorded information, regardless of form or the media on which it may be recorded, and includes, but is not limited to, technical data and Software. “Deliverables” means the deliverables, goods, items, products, and material that are to be prepared by Contractor and delivered to USAC as described in Section B. “Offeror” means an entity submitting a formal proposal in response to this Solicitation No. USAC-IT-2016-03-028. “Services” means the tasks, services, functions and responsibilities described in Section B and in the task orders issued hereunder. “Stakeholder” means any or all of the Program participants, including but not limited to applicants, contributors, beneficiaries, subscribers, service providers, USAC and the FCC. “Software” means computer programs that allow or cause a computer to perform a specific operation or series of operations, together with all modifications to, or enhancements (derivative works) thereof.

II. ASSIGNMENT, REMOVAL, RETENTION AND REPLACEMENT OF CONTRACTOR KEY PERSONNEL

Contractor shall at all times assign an adequate number of personnel to perform the services required by this Contract. The personnel Contractor assigns to perform the Contract shall be fully trained and qualified for the services they are to perform before they begin performing such services.

In the event USAC determines in good faith that any person performing any part of the services required by this Contract is not in the best interests of USAC, then USAC shall give Contractor written notice to that effect. Contractor shall immediately remove such person from performance of any part of the services and shall replace that person with another person of comparable competency and qualifications.

III. PERSONNEL ASSIGNED TO TASK ORDERS

Contractor will be selected to perform task orders based on, among other factors, proposed personnel. If selected to perform a task order, Contractor must assign the proposed personnel to the task order for the duration of the task order. No substitution of personnel shall be made for any reasons unless deemed by the USAC Contracts Administrator to be compelling (such as an individual’s illness, death, termination of employment, or absence due to family leave) or unless USAC requires their replacement. In the event key personnel are approved for removal from a task order, Contractor must promptly provide the information required by paragraph below to the USAC Contracts Administrator for approval prior to the substitution of personnel. Failure to promptly propose an acceptable replacement with the qualifications required for the position, or failure to promptly staff the task order with such replacement, is grounds for termination of the task order.

Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracts Administrator to approve or disapprove the proposed substitution at his/her sole discretion. All proposed personnel substitutes (no matter when they are proposed during the performance period) shall be capable of performing the required task order services without further training, and meet all qualifications listed under, the applicable position description(s) set forth in Section B and Attachment 2.

If the USAC Contracts Administrator in his/her sole discretion shall determine that the proposed replacement is not suitable for the position, that the substitution cannot be made in a timely manner, or that the resultant reduction of productive effort would impair the successful completion of the task order, the task order may be terminated by the Contracting Officer for cause or for the convenience of USAC, as appropriate. The Contractor will be liable for any damages incurred by USAC that result from Contractor’s failure to provide a timely replacement.

The USAC Contracts Administrator shall notify Contractor, in writing, of whether the request for personnel substitution is approved or disapproved

IV. INSPECTION/ACCEPTANCE

Contractor shall only tender for acceptance Services and Deliverables that conform to the requirements of this Contract. USAC will, following Contractor's tender, inspect or test the Deliverables or Services and:

- i. accept the Services and Deliverables; or
- ii. reject the Services and Deliverables and advise Contractor of the reasons for the rejection.

If USAC rejects the Services or Deliverables, Contractor must repair, correct or replace the nonconforming Deliverables or re-perform nonconforming Services, at no increase in contract price. If repair, correction, replacement or re-performance will not cure the defects or is not possible, USAC may terminate for default under section 12, below, reduce the Contract price to deduct amounts for the defective work.

V. CHANGES

The terms of this Contract shall not be modified other than in writing signed by the parties. USAC may modify the Contract as necessary to fulfill its requirements.

VI. PRICE/TAXES

Prices stated on the Contract are firm and shall remain firm until USAC's acceptance of all Services and Deliverables unless otherwise expressly agreed to in writing by both parties. All prices specified herein include all charges for labeling, packing, packaging, loading, storage, inspection, and insurance. The total firm fixed price for the Services and Deliverables provided under this Contract includes applicable federal, state, or local sales, use, or excise taxes.

VII. WARRANTIES

Contractor warrants for a period of 90 days following USAC's final acceptance of all Deliverable and Services of the Phase One work, or, if the option is exercised, USAC's final acceptance of all Services and Deliverables under Phase Two (1) the USAC website and all features, function and components thereof (the "website") shall conform to the generally recognized performance, workmanship, development and design standards of Contractor's industry in the United States, (2) the website will be free of software bugs or coding problems, and (3) the website will meet or exceed the Contract's requirements, including any specifications or requirements in Contractor's proposal, brochures, sales literature and other specifications as may be available to USAC. If the website is found not to be as warranted, USAC may, by written notice, require Contractor's re-performance, repair, or reworking of the nonconforming item. Contractor's cost of replacement, rework, inspection, repackaging and transportation of such corrected Deliverables shall be at Contractor's expense. This warranty provision shall survive any delivery, inspection, acceptance, payment, expiration or earlier termination of this Contract. Rights granted to USAC in this Section VII are in addition to any other rights or remedies provided elsewhere in this Contract or provided under the law. "Acceptance" hereunder means the act of an authorized representative of USAC by which USAC assumes ownership of existing and identified deliverables, or approves specific services rendered, as partial or complete performance of the Contract

VIII. MALICIOUS SOFTWARE

Contractor represents and warrants that it shall use its best efforts to prevent the introduction into USAC's network, software or systems ("USAC IT Systems") of any Software, program, routine, device, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm USAC's IT Systems or Data, or that is intended to provide unauthorized access or modifications ("Malicious Software"). Contractor agrees that if it introduces, or allows the introduction of Malicious Software into USAC's IT Systems intentionally, negligently or by failure to maintain available safeguards, Contractor must, at no additional cost to USAC, eliminate, or reduce to the greatest extent possible, the effects of the Malicious Software, including restoring Data, and, if the Malicious Software causes a loss of operational efficiency, loss of data or other damages, to mitigate and restore such losses, and to indemnify USAC for any damages.

IX. PATENT INDEMNITY

Contractor shall indemnify, hold harmless and defend USAC and its directors, officers, employees and agents against any and all claims and liability, including attorney's fees and other costs, for actual or alleged direct or contributory infringement of, or

inducement to infringe, or misappropriation of, any patent, trademark or copyright, arising out of or related to Contractor's performance of this Contract.

X. ASSIGNMENT/SUBCONTRACTING

Contractor shall not enter into any subcontracts for the performance of the Services, or assign this Contract or transfer any of its rights or obligations under this Contract, without obtaining USAC's prior written consent. Any proposed subcontractor or assignee must agree to the terms and conditions of the Contract, must not be debarred or proposed for debarment, must not be listed on the Excluded Parties List System in the System for Award Management, and must be determined by USAC, in its sole discretion, to have adequate financial, technical and organizational resources, and a satisfactory record of integrity and business ethics. USAC's consent shall not relieve Contractor of any of its obligations under this Contract. Contractor shall indemnify and hold USAC harmless from any liability or claim made by its subcontractors. Contractor shall not enter into any subcontract with a company or entity that is debarred, suspended, or proposed for debarment or suspension by any Federal executive agency unless there is a compelling reason to do so. Contractor shall review the System for Award Management (SAM) for suspension or debarment status of proposed subcontractors. See <https://www.sam.gov>.

XI. TERMINATION/RESCHEDULING/STOP WORK

USAC may terminate this Contract, in whole or in part, for convenience for any reason or no reason, upon written notice, effective when sent, provided such notice is sent at least one day (1) day prior to such termination date. USAC shall compensate Contractor for all services performed in accordance with the terms hereof prior to the date of termination for convenience. USAC may terminate this Contract in whole or in part at any time for cause by written notice, effective when sent or, if USAC decides, effective after a reasonable opportunity to cure, in the event of any default by the Contractor, including Contractor's failure to comply with any term or condition of this Contract. In the event of termination for cause, USAC shall not be liable to Contractor for any amount for Deliverables or Services not accepted. The Contractor shall be liable to USAC for any and all rights and remedies provided by law. If it is determined that USAC improperly terminated this Contract for cause, such termination shall be deemed a termination for convenience. Upon receipt of notice of termination, Contractor shall immediately take the following actions as specified in the notice: (a) stop all work on the Contract; and (b) transfer and deliver to USAC all Deliverables, Data, Software, USAC/Confidential Information, Deliverables, whether partially or fully delivered, and any other Deliverables or items, including all interest in, and title, ownership and possession of the foregoing, produced in connection with, or acquired for, the work terminated.

XII. LIMITATIONS OF DAMAGES

Notwithstanding any other provision of this Contract (or any other Contract related hereto) to the contrary, in no event shall either Party be liable to the other or entitled to recover incidental, consequential, special, indirect, multiple, statutory, exemplary or punitive damages. All exclusions or limitations of damages contained in this Contract, including, without limitation, the provisions of this Section 13, shall survive expiration or termination of the Contract.

XIII. USAC CONFIDENTIAL INFORMATION/ADVOCACY

All USAC information, Data and Deliverables obtained by Contractor from USAC or prepared by Contractor for USAC in connection with this Contract is considered proprietary and confidential information ("Confidential Information") and shall remain the property of USAC, shall be used only by Contractor and only to the extent necessary for performance of this Contract, shall not be disclosed or transferred to any third parties without the prior written consent of USAC, shall be subject to the same safeguards and protection used by Contractor for its own confidential information, and shall be returned to USAC upon completion or termination of this Contract. USAC Information includes all Data provided by USAC to Contractor for use in the performance of this Contract, as well as Data that is collected, developed or recorded by Contractor in the performance of the Contract. USAC shall own all deliverables provided in connection with this Contract, including intellectual property, without any restriction to use or disclosure. Notwithstanding anything herein to the contrary, USAC may, without notice to Contractor, provide this Contract, including Contractor's proposal information, and any information or Data delivered, prepared or developed by Contractor in the performance of the Agreement to the FCC or other governmental or judicial body, and may publicly disclose basic information regarding this Contract, e.g., name of Contractor, price, basis for selection, description of services/deliverables and, in cases where it is necessary for USAC to justify actions taken with respect to the Contract, any other applicable provisions.

XIV. PROPRIETARY RIGHTS

Contractor agrees that all Data, Software, deliverables, reports or other materials, including but not limited to, all design documents, wireframes, and other information (collectively "Materials"), whether in final or draft form, that are developed, prepared or conceived by Contractor and/or documented by Contractor in the performance of this Contract, as well as all modifications and improvements thereto and all other designs, discoveries and inventions, are USAC property and shall be deemed USAC Information pursuant to Section XII above and works made-for-hire for USAC within the meaning of the copyright laws of the United States. Accordingly, USAC shall be the sole and exclusive owner for all purposes for the use, copying, distribution, exhibition, advertising and exploitation of such Materials or any part of them in any way and in all media and by all means throughout the universe in perpetuity. Contractor may use Materials, but only in the performance of this Contract. To the extent any coding or software developed by Contractor or its Subcontractors is not deemed a Work Made for Hire by operation of law, Contractor hereby irrevocably assigns, transfers and conveys to USAC without further consideration all of its rights, title and interest in such coding and software, including all rights of patent, copyright, trade secret or other proprietary rights in such materials. In the event Contractor includes software obtained from a third-party, USAC shall (1) obtain the license to the software in USAC's name and for the benefit of USAC, or (2) if the license is not obtained in USAC's name and for its benefit, Contractor shall irrevocably assign all of its rights, title and interest in or to the software to USAC.

XV. INDEPENDENT CONTRACTOR

Contractor acknowledges and agrees that Contractor is an independent contractor to, not an employee of, USAC. USAC shall not withhold taxes or provide employee benefits to Contractor. Contractor shall not hold herself/himself out as an employee of USAC and Contractor has no authority to bind USAC except as expressly permitted hereunder.

XVI. INVOICES

Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to: accounting@usac.org, the address designated in the Contract to receive invoices. An invoice must include: a) Name and address of Contractor; (b) Invoice date, number and period of performance; (c) Contract number, contract line item number; (d) Description, quantity, and unit price for Services and Deliverables accepted by USAC, including the dates performed and items delivered; (e) Terms of any discount for prompt payment offered; (g) Name and address of official to whom payment is to be sent; (h) Name, title, and phone number of person to notify in event of defective invoice; and (j) Electronic funds transfer (EFT) banking information. Contractor shall include EFT banking information on the first invoice. USAC shall not be liable for uncompleted or erroneous transfers which occur as a result of Contractor's providing incorrect or out of date EFT information.

Contractor may submit invoices for payment upon completion of all of the work associated with a task order or, if the period of performance of a task order exceeds 60 days, once every 30 days, with the submission of the first task order no earlier than 30 days after issuance of the task order. If periodic invoices are submitted for a task order, each invoice shall include only services that have been completed and deliverables that have been accepted as of the date of invoice submission and that have not been billed in a prior invoice. Invoices must be task order specific and may not cover more than one task order.

XVII. PAYMENTS

USAC will pay invoices submitted in accordance with Section XVI, above, within 30 calendar days of receipt of invoice, provided the Services and/or Deliverables have been delivered and accepted by USAC. Payment of an invoice shall not constitute acceptance of a Deliverable and shall be subject to appropriate adjustment if Contractor failed to meet the requirements of the Contract. Contractor shall submit invoices electronically to Accounting@USAC.org.

XVIII. INSURANCE

If any part of this Contract involves Contractor's performance at any place where USAC conducts operations, or involves material or equipment furnished to Contractor by USAC, Contractor shall take all necessary precautions to prevent injury to persons or property. Contractor shall maintain sufficient insurance in amounts required by law or appropriate for the industry, whichever is greater, to protect and compensate USAC from all risks and damages/injuries that may arise under this Contract, including as appropriate, public and commercial general liability, personal injury, property damage and employer's liability and worker's compensation insurance. Contractor shall produce evidence of such insurance upon request by USAC.

XIX. CONFLICT OF INTEREST

It is essential that any Contractor providing Deliverables in support of USAC's administration of the Universal Service Fund (USF) 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 Contractor, or any of its principals, has client, membership, financial and/or any other material affiliation with entities that participate in the federal USF in any respect, there may be actual, potential and/or apparent conflict(s) of interest. Contractor shall promptly notify USAC in writing of any actual or potential conflicts of interest involving Contractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which Contractor proposes to avoid, neutralize, or mitigate such conflicts. By its execution hereof, the Contractor represents and certifies that it has not paid or promised to pay a gratuity, or offered current or future employment or consultancy, to any USAC or governmental employee in connection with the award. In order to maintain the required neutrality, Contractor must not advocate any policy positions with respect to the Programs or the Universal Service Fund (USF) during the term of the Contract.

XX. WAIVER

Any waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

XXI. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

XXII. USAC AND APPLICABLE LAWS

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 and this Contract is not a subcontract under a federal prime contract. Contractor shall comply with the Procurement Regulations and all applicable Federal, State and local laws, executive Contracts, rules and regulations applicable to its performance under this Contract.

XXIII. CHOICE OF LAW/CONSENT TO JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia (the term "laws" is to be construed as broadly as possible to include case law, statutes, regulations, Contracts, etc.) without regard to any otherwise applicable principle of conflicts of laws. Contractor agrees that all actions or proceedings arising in connection with this Contract shall be litigated exclusively in the State and, if applicable, Federal courts located in the District of Columbia ("Courts"). This choice of venue is intended to be mandatory and the parties' waives any right to assert forum non conveniens or similar objection to venue. The parties consent to in personam jurisdiction in the Courts. Contractor must submit all claims or other disputes to the Contracting Officer for informal resolution prior to initiating any action in the Courts and must work with USAC in good faith to resolve any disputed issues. A dispute over payment or performance, whether informal or in the Courts, shall not relieve Contractor of its obligation to continue performance of the Contract and Contractor shall proceed diligently with performance during any dispute over performance or payment.

XXIV. RIGHTS IN THE EVENT OF BANKRUPTCY

All licenses or other rights granted under or pursuant to this Contract are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, or any replacement provision therefore (the "Code"), licenses to rights to "intellectual property" as defined in the Code. The Parties agree that USAC, as licensee of such rights under this Contractor, shall retain and may fully exercise all of its rights and elections under the Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Contractor under the Code that USAC shall be entitled to retain all of its rights under this Contract and shall not, as a result of such proceedings, forfeit its rights to any Material, license, Software, Data or works made for hire.

XXV. RECORD RETENTION

During the term of this Contract and for three years following final payment, the Contractor shall maintain and make available at its offices at all reasonable times, the records, materials, and other evidence relating to this Contract for examination, audit, or reproduction.

XXVI. PUBLIC STATEMENTS

Neither the Contractor nor its subcontractors shall issue any public statement relating to or in any way disclosing any aspect of this Contract without the prior written consent of USAC. Both the Contractor and any subcontractors must refrain from advocating policy positions with respect to federal universal service matters.

XXVII. INFORMATION SECURITY

In addition to the specific system and data security requirements of this Contract, the Contractor shall establish and maintain safeguards to protect the confidentiality, integrity, and restricted availability of USAC Confidential Information, including PII, in its possession according to industry best practice standards. This includes all information that is sent to and received from USAC and USAC Stakeholders. The Contractor and its subcontractors shall ensure that their respective local area networks, servers, and personal computers are secure from unauthorized access from within or outside their respective organizations. The Contractor shall not store or otherwise maintain any USAC Confidential Information in the Cloud without first obtaining USAC's written consent, which may be granted or withheld in USAC's sole discretion. XXVII. Non-Exclusivity

Nothing herein shall be deemed to preclude USAC from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor hereunder or from independently developing or acquiring goods or services that are similar to, or competitive with, the goods or services, as the case may be, contemplated under this Agreement.

XXVIII. TEMPORARY EXTENSION OF SERVICES

USAC may require continued performance of any Contract Services 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 12 months. The Contracting Officer may exercise this option by written notice to the Contractor within 10 days prior to expiration of the then current term.

XIX. NOTICES

- i. All notices, consent, approval or other communications required or authorized by this Contract shall be given in writing and shall be: personally delivered,
- ii. mailed by registered or certified mail (return receipt requested) postage prepaid,
- iii. sent by overnight delivery service (with a receipt for delivery), or
- iv. sent by electronic mail with a confirmation of receipt returned by recipient's electronic mail server to such party at the following address: Purchasing, Universal Service Administrative Company, 2000 L Street, NW, Suite 200, Washington, DC 20036.

XXX. SURVIVAL

All provisions that logically should survive the expiration or termination of this Contract shall remain in full force and effect after expiration or termination.

XXXI. COUNTERPARTS/TRANSMISSION/AUTHORITY

This Contract may be executed by either of the parties hereto on any number of separate counterparts and counterparts taken together shall be deemed to constitute one and the same instrument. A signature sent via facsimile or PDF shall be as effective as if it was an original signature. Each person signing this Contract represents and warrants that they are duly authorized to sign this Contract on behalf of their respective party and that their signature binds their party to all provisions hereof.

SECTION D:

Attachments

I. ATTACHMENT LIST

- Attachment 1: Bid Sheet
- Attachment 2: Position Descriptions
- Attachment 3: Contractor Status Report and Timesheet
- Attachment 4: USAC Confidentiality Agreement
- Attachment 5: Wage Determination

SECTION E:

Instructions & Evaluation Criteria

I. GENERAL

A. CONTRACT TERMS AND CONDITIONS

The Contract awarded as a result of this RFP will be governed by, and subject to, the requirements, terms and conditions set forth in RFP sections A, B, C, and D, and any attachments listed in section D (hereafter collectively referred to as the “Terms and Conditions”). 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.

The Offeror’s proposal may identify deviations from, or revisions, exceptions or additional terms (collectively “exceptions”) to, the Terms and Conditions, but only if such exceptions are clearly identified in a separate section within each proposal volume entitled “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 consider changes or additions to the RFP terms and conditions that are included in Offeror’s proposals. After selection of the awardee, USAC will not consider or negotiate any exceptions to the Terms and Conditions.

B. PERIOD FOR ACCEPTANCE OF OFFERS

The Offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Proposals must:

- Concisely address USAC’s requirements, as set forth in the Scope of Services, and should not contain a significant amount of corporate boilerplate marketing information.
- Be submitted to Aaron Hamm, USAC Purchasing Department, no later than 4:00 PM EST on Wednesday, May 25, 2016 (“Proposal Due Date”).
- Be submitted in the form of one electronic copy submitted to rfp@usac.org.
 - The subject line must include the Solicitation Number of this RFP.

Inquiries may be emailed to rfp@usac.org, or call (202) 776-0200 and request to speak with Aaron Hamm on the Purchasing team.

To be timely, proposals 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 Offeror prevented timely submission and consideration of the offer is in the best interest of USAC, or the offer is the only proposal received by USAC.

C. 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 any commitment to procure the services sought herein.

II. CONTRACT AWARD

USAC intends to evaluate offers and award a contract without in-person discussions. Therefore, the Offerors initial offer should contain the Offerors best terms from a price and technical standpoint. However, USAC reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. 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.

III. IDENTIFICATION OF CONFIDENTIAL INFORMATION

The proposal shall clearly and conspicuously identify information contained in the proposal that the Offeror contends is confidential information. USAC reserves the right to provide copies of proposals received to the FCC or other authorized government entity.

IV. PROPOSAL VOLUMES COVER PAGE

Each proposal volume must contain a cover page. On the cover page, please include:

- The name of the Offeror's organization,
- The Offeror's contact name,
- The Offeror's contact information (address, telephone number, email address, website address),
- The Offeror's DUNS number,
- The date of submittal,
- A statement verifying the proposal is valid for a period of 120 days, and
- The signature of a duly authorized Offeror representative.

V. PROPOSAL CONTENT

The proposal shall be comprised of the following four volumes:

A. CORPORATE INFORMATION (VOLUME I)

This volume must include:

- A cover page, as outlined above.
- An executive summary summarizing all key features of the proposal, including the identification of any subcontractors and affiliated individuals or firms that will assist the Offeror in performing this contract. Pricing information should not appear in the Executive Summary.
- A statement regarding any known conflicts of interest.
 - USAC procurements are conducted with complete impartiality and with preferential treatment for none. USAC procurements require the highest degree of public trust and an impeccable standard of conduct. Offerors must strictly avoid any conflict of interest or even the appearance of a conflict of interest, unless USAC has otherwise approved an acceptable mitigation plan.
 - Offerors must identify any actual or potential conflicts of interest involving the Offeror or any proposed subcontractor, or any circumstances that give rise to the appearance of a conflict of interest, and the means by which it proposes to avoid, neutralize, or mitigate such conflicts. Offerors shall identify such conflicts or potential conflicts or appearance issues to USAC and provide detailed information regarding the nature of the conflict. Examples of potential conflicts include: (1) any ownership, control or other business or contractual relationship(s), including employment relationships, between the Offeror (or proposed subcontractor) and any USF Stakeholder; (2) an Offeror has a direct personal or familial relationship with a USAC or FCC employee; (3) a former employee of USAC or FCC who had access to confidential procurement-related information works for the Offeror; (4) a USAC or FCC employee receives any type of compensation from the Offeror, or has an agreement to receive such compensation in the future; (5) Offeror has communications with a USAC or FCC employee regarding future employment following the issuance of the RFP for this procurement; (6) any employment or

consultation arrangement involving USAC or FCC employees and the Offeror or any proposed subcontractor; and (7) any ownership or control interest in the Offeror or any proposed subcontractor that is held by an FCC or USAC employee. Offerors must also identify any participation by the Offeror or any proposed subcontractor(s) or personnel associated with the Offeror in any of the universal service programs. The requirement in this section 5(a)(2) applies at all times until Contract execution.

- Offerors shall propose specific and detailed measures to avoid, neutralize, or mitigate actual, potential and/or apparent conflicts of interest raised by the affiliations and services described above. If USAC determines that Offerors proposed mitigation plan does not adequately avoid, neutralize or mitigate any actual or potential conflict of interest, or the appearance of a conflict of interest, Offeror will not be eligible for award of a contract.

B. TECHNICAL (VOLUME II)

This volume must include:

- A cover page, as outlined above.
- An in-depth discussion of Offeror’s capabilities to perform the services similar to the services and deliverables listed in Section B.IX., along with a clear statement of whether or not the Offeror will comply with all requirements, terms and conditions set forth in the RFP.
 - Any deviations from, or exceptions to, the requirements contained in this RFP must be clearly identified in a separate section entitled “Exceptions to RFP Terms and Conditions.”
 - Technical proposals that merely repeat the requirements set forth in the RFP and state that “Contractor will perform the statement of work” or similar verbiage will be considered technically unacceptable and will not receive further consideration. USAC is interested only in proposals that demonstrate the Offeror’s expertise in performing engagements of this type and commitment to partnership with USAC, as illustrated by the Offerors description of how it proposes to perform the requirements set forth in this RFP.
- A discussion of Offeror’s experience in performing consulting services similar to the services and deliverables as required by Section B.
- A list, by name, of all key personnel for each consulting service, as outlined in Section B. For each key person, provide a resume (not to exceed two pages) that includes his/her educational background, job and related experience, a list of specific efforts he/she has supported, and references. Resumes must include experience similar in scope and size to this requirement.

C. PAST PERFORMANCE INFORMATION (VOLUME III)

This volume must include:

- A cover page, as outlined above.
- A list of up to three current or recently completed contracts for services similar in scope to those required by this solicitation. Each entry on the list must contain the client’s name, the project title, the period of performance, the contract number, the contract value, a primary point of contact (including the telephone number and email address for each point of contact, if available), and a back-up point of contact. If a back-up point of contact is not available, please explain how USAC may contact the client in the event the primary point of contact fails to respond.
 - For each past performance, provide a description of the relevant performance and the name and telephone number for USAC to contact for past performance information for each project discussed. A past performance description will consist of an overview of the engagement, a description of the scope of work performed, its relevance to this effort, and the results achieved. This is the time to identify any unique characteristics of the project, problems encountered, and corrective actions taken. Each overview shall not exceed one page.
 - 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. If USAC is unable to reach or obtain a reference for the project, USAC may not consider the contract in an evaluation of past performance.

D. PRICE (VOLUME IV)

This volume must include:

- A cover page, as outlined above.
- Completed pricing information in, Attachment 1: Bid Sheet.
 - The fixed labor hour prices should be fully loaded and must include wages, overhead, general and administrative expenses, travel expenses and profit for each labor category.
 - The labor rates established in this RFP will be used for all awarded task orders.

E. PAGE COUNT LIMITS

Page count, for each Volume including the cover page, may not exceed the below:

- Volume I – Corporate Information; may not exceed 3 pages, including Cover page
- Volume II – Technical; may not exceed 6 pages, including Cover page
- Volume III – Past Performance Information; may not exceed 4 pages, including Cover page
- Volume IV – Price; may not exceed 3 pages, including Cover page

Any proposals received exceeding the page count, will be considered technically unacceptable and will not receive further consideration.

VI. EVALUATION

USAC will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to USAC, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to compare offers and select the awardees – Technical, Past Performance, and Price. When combined the Technical and Past Performance factors are significantly more important than price.

- **Technical:** The technical sub factors listed below in descending order of importance:
 - Technical Approach
 - Ability to perform tasks similar to those described in Section B
 - Understanding of USAC's support requirements depicted in Section B
 - Experience
 - Key Personnel
- **Past Performance:** Past performance information will be evaluated to assess the risks associated with an Offeror's performance of this effort, considering the relevance, recency and quality of the Offeror's past performance on past or current contracts for the same or similar services. The Offeror's past performance will be evaluated based on the Offeror's discussion of its past performance for similar efforts, information obtained from past performance references (including detailed references for the 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 Offeror's proposal that are not identified as references).
- **Price Evaluation:** USAC will evaluate price based on each individual labor category, in the Bid Sheet. However, price is the least important evaluation factor 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 non-price factors are the same or very close to the same. In addition to considering the total prices of the Offerors when making the award, USAC will also evaluate whether the proposed 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.

A. 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 case, USAC may conduct a down-select process to eliminate Offerors, prior to discussions, from further consideration based on a comparative analysis of Offerors price proposals. 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.

B. RESPONSIBILITY DETERMINATION

USAC will make a responsibility determination based on any available information, including information submitted in an Offerors proposal. In making a responsibility determination USAC will consider whether:

- the Offeror has sufficient resources to perform the Contract;
- the Offeror has a satisfactory record of integrity and business ethics;
- the Offeror has the accounting systems and internal controls, quality assurance processes and organizational structure and experience necessary to assure that contract work will be properly performed and accurately invoiced; and
- the Offeror has the facilities, technical and personnel resources required to perform the contract.

Bid Sheet

This quote is submitted by the undersigned company ("Company"), who agrees to provide the items as the prices set forth, in accordance with the terms and conditions of Contract No. USAC-IT-2016-03-028. This bid sheet is valid for 120 days from the date set forth below.

Submitted by:

Company Name: _____

Authorized Representative: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Item No.	Job Title	Quantity	Unit	Unit Price	Extended Price
Dynamics GP Support Consulting Services					
BASE YEAR					
1	Microsoft Dynamics Consultant	1	Hour		
2	Source Code Developer for Dynamics GP	1	Hour		
OPTION YEAR 1					
3	Microsoft Dynamics Consultant	1	Hour		
4	Source Code Developer for Dynamics GP	1	Hour		
OPTION YEAR 2					
5	Microsoft Dynamics Consultant	1	Hour		
6	Source Code Developer for Dynamics GP	1	Hour		
Total					
Applicable Taxes (USAC is required to pay 5.75% DC sales tax, 6% VA sales tax)					
Lead time from date of purchase					
Other (describe)					
Total Firm-Fixed Price					

Accepted by USAC:

Signature: _____

Print Name: _____

Title: _____

Contract Effective Date: _____

Attachment 2

Position Descriptions

1. MICROSOFT DYNAMICS CONSULTANT

OVERALL PURPOSE OF POSITION:

The purpose of this position is to manage and support USAC's Financial/Accounting system. Plan for and perform enhancements and configuration changes, including upgrades to new versions. Provide assistance to customers in the usage of the system, and coordinate external vendor support.

ESSENTIAL DUTIES:

The position's essential duties include the following:

- Support the full implementation lifecycle and support for all projects dealing with USAC's Dynamics GP Financial Account System.
- Perform changes and enhancements to the configuration of the system, in support of customer need, or supervise internal or external resources completing the configuration.
- Follow vendor's best practices for system configurations, upgrades, and general support.
- Provide input and advice regarding system capabilities and functions.
- Provide functional and technical support to the users of the product.
- Assist in documenting user business processes, work instructions, and training curriculums in support of the company's evolving use of its Dynamics Great Plains Accounting System.
- Research issues, provide recommendations, and escalate issues to the vendor as appropriate.
- Design and develop reports using the product's reporting capabilities and tools.
- Develop design specifications for enhancements to the product.
- Develop and maintain test scripts, support for plug-ins, and interface development for In-house or COTS solutions integration.
- Ensure functional and technical documentation is complete, current, and stored appropriately.
- Participate in the design and implementation of the new financial package, including working closely with the system integrator on data conversion and mapping of functionality to the new system;
- Become trained in the new financial package.

TECHNICAL EXPERIENCE:

<u>Type of Experience</u>	<u>Years of Experience</u>
<ul style="list-style-type: none">• Microsoft Great Plains<ul style="list-style-type: none">○ Accounts Payable○ Accounts Receivable○ Purchasing/Procurement/Receivables○ Forecaster○ Management Reporter○ Fixed Assets○ General Ledger	5+ Years
<ul style="list-style-type: none">• T-SQL/SQL Server, RDBMS concepts	5+ Years
<ul style="list-style-type: none">• Project Management	3+ Years
<ul style="list-style-type: none">• Technical Documentation	5+ Years
<ul style="list-style-type: none">• Experience with agile software development such as SCRUM and XP, strongly desired.• Accounting experience (CPA a plus) preferred.• Experience of application security concepts• Experience with integration of application software• Experience with implementation of COTS products• Experience with configuration management, release management principles• Knowledge of Federal Government accounting (FSIO) requirements• Analytical and problem solving skills• Developing and/or creating new or more effective ideas, approaches, etc.• Developing and executing short-range plans/decisions• Excellent interpersonal and communication skills• Ability to exercise sound judgment across a broad range of circumstances	

Attachment - 3
Contractor Status Report and Timesheet

Name: _____

Company: _____

Week Ending: _____

Total Hours: _____

ACHIEVEMENTS:

[List the activities or deliverables that you completed this week, and the hours associated with each, using the table below.]

Date	Project	Activities Summary	Hours	Location*

If location was not USAC offices, please indicate here.

CHALLENGES/PROBLEMS

[List any challenges or problems that may affect your ability to complete your assigned tasks, and any solutions you propose to address those challenges or problems.]

ALTERNATIVE STRATEGIES:

[If the project schedule or scope is at risk, list any alternative strategies you are exploring.]

FOR Contractor

By signing this timesheet, I certify the information above is true and correct.

Signature of Contractor

FOR USAC

Signature of Authorized USAC Representative

ATTACHMENT 4

USAC CONFIDENTIALITY AGREEMENT

1. I recognize and acknowledge that as an employee of, or consultant to, a contractor or subcontractor to the Universal Service Administrative Company ("USAC"), I may have access, in connection with the performance of USAC Contract USAC-IT-2014-02-005, Dynamics GP Support contract, or any subcontract or consulting agreement thereunder (collectively "the Contract"), to Confidential Information, as that term is defined in Appendix A to this USAC Confidentiality Agreement ("Confidentiality Agreement").
2. I acknowledge and agree that I will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. I acknowledge and agree that this obligation applies to the treatment of all Confidential Information to which I obtain access while working as a Staff Person for or on behalf of USAC, regardless of the form of the Confidential Information or the manner in which I obtain access to it. I acknowledge and agree that my obligations herein with respect to Confidential Information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly, and information obtained as a result of, or in connection with, performance of the Contract.
3. I acknowledge and agree that my obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue for five years after the termination of the Contract.
4. I acknowledge and agree that I will not use Confidential Information for any purpose other than performance of the Contract.
5. I acknowledge and agree that, except as provided in paragraphs 6 and 7 herein or as authorized by the USAC Chief Executive Officer or the USAC General Counsel, or in either one's absence, a respective designee, I will not disclose Confidential Information to any person or entity other than: (a) the provider of the Confidential Information at issue, or (b) contractor or subcontractor employees or consultants performing work under the Contract (individually and collectively, "Contract Personnel") who have executed a copy of this Confidentiality Agreement.
6. I acknowledge and agree that this Confidentiality Agreement shall not apply to requests for Confidential information made by an employee of the Federal Communications Commission ("FCC"), except that I may not disclose Personally Identifiable Information ("PII") (as that term is defined in Appendix A to this Confidentiality Agreement) without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.
7. I acknowledge and agree that, subject to the notice requirement in paragraph 8 below, this Confidentiality Agreement shall not prevent disclosure of Confidential Information in response to an official request from the Comptroller General of the United States, the

Government Accountability Office, or the United States Congress or a Committee or Subcommittee thereof, except that I may not disclose PII without the express advance written approval of the USAC Director of Human Resources or the USAC General Counsel, or in either one's absence, a respective designee.

8. I acknowledge and agree that if I receive a subpoena or any other request or demand for Confidential Information, I will take all reasonable and appropriate steps to ensure that the request is submitted within one business day of receipt, and prior to any disclosure of such information or records, to the USAC General Counsel, or in the USAC General Counsel's absence, a respective designee.

9. I acknowledge and agree that if I know or have a reasonable basis for believing that any Contract Personnel is/are using or disclosing Confidential Information in violation of this Confidentiality Agreement, I will immediately notify the USAC Contracting Officer or the USAC General Counsel.

10. I acknowledge and agree that if I intentionally or unintentionally disclose any Confidential Information in violation of this Confidentiality Agreement, I will immediately notify the USAC Contracting Officer or the USAC General Counsel.

11. I acknowledge and agree that if I am uncertain or have questions about my obligations under this Confidentiality Agreement, I will immediately seek advice from the USAC Contracting Officer or the USAC General Counsel.

12. I acknowledge and agree that any violation of this Confidentiality Agreement may result in suspension or termination of the Contract, civil and criminal liability or any other remedies provided by law.

13. I acknowledge and agree that upon completion or termination of the Contract, I will return to the USAC General Counsel, the USAC Contracting Officer, or other person designated by either of them, any Confidential Information in my possession.

14. I acknowledge and agree that this Confidentiality Agreement is binding upon me as of the date of my signature, that any modification to this Confidentiality Agreement is binding on me as of the date that I sign such modified version, and that my obligations under the Confidentiality Agreement, including any modifications, continue through and beyond the termination of the Contract and for as long as I have in my possession, access to, or knowledge of Confidential Information. I further acknowledge and agree that USAC may, in its sole discretion, modify Appendix A and such modification(s) shall be effective and enforceable against me following written notice to me, which may be by any reasonable method, including but not limited to hand delivery, mail, courier service, email, or facsimile, and that my signature or agreement is not required for the modification to Appendix A to be effective and binding on me.

15. If any provision of this Confidentiality Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed

stricken and the remainder of the Confidentiality Agreement shall continue in full force and effect as if it had been executed without the invalid provision.

Acknowledged and agreed:

Name (print)

By (signature): _____

Date: _____

CONFIDENTIALITY AGREEMENT - APPENDIX A

Personally Identifiable Information (“PII”) is defined as information whose disclosure would constitute an unwarranted invasion of personal privacy including, but not limited to, personnel records, salary and compensation information, medical records, social security number or residential address. In the event of a question about whether disclosure would constitute an unwarranted invasion of personal privacy, the USAC General Counsel or his or her designee will use for guidance the standards set forth in 47 C.F.R. § 0.457(f) and decisions made thereunder.

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analyses, data, compilations, studies, or interpretations (collectively referred to hereafter as "Information") and any data, material or communications in any form or format, whether tangible or intangible, that contains, reflects, or is derived from or based upon any information or is related to internal USAC management, business and financial matters.
2. Information related to the development of statements of work or evaluation criteria for USAC or FCC procurements (but not final solicitation or procurement documents that are formally released to one or more prospective bidders or offerors), contractor bids or proposals, evaluation of bidders or offerors, selection of contractors, or the negotiation of contracts.
3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute (a) requires that the information be withheld from the public in such a manner as to leave no discretion on the issue, or (b) establishes particular criteria for withholding or refers to particular types of information to be withheld. Such information includes copyrighted or trademarked information and PII.
4. Information containing trade secrets or commercial, financial or technical information that (a) identifies company-specific (i.e., non-aggregated) proprietary business information about a Universal Service Fund (USF) contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning USAC relationships with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.
6. Information regarding or submitted in connection with an audit or investigation of a USF contributor, potential USF contributor, USF beneficiary, applicant for USF support, USAC contractor, or USAC Staff Person.
7. Information to which USAC, the FCC, or any other government agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects USAC, FCC or other government agency decision-making processes, including law enforcement investigations and program compliance matters. Such information includes but is not

limited to internal USAC information, information exchanged between USAC and the FCC or another government agency and information exchanged between two or more government agencies in any form, including but not limited to letters, memoranda, draft settlement documents, and working papers of USAC, the FCC, other government agencies, and their respective staff.

8. Information that was submitted with a corresponding written request for confidential treatment, protection, or nondisclosure, including, but not limited to, submissions marked "proprietary," "privileged," "not for public disclosure," or "market sensitive information," unless and until such request is denied.

9. Information developed in security investigations. Such information is the property of the investigative agency and may not be made available for public inspection without the consent of the investigative agency.

10. All audit, tax and financial material and information of any kind.

11. All information received from, or submitted to, the FCC in connection with the performance of the Contract.

Attachment 5 - Wage Determination

WD 15-4281 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiiong Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61

30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
30620 - Weather Observer, Combined Upper Air Or	(see 2,3) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2,3) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).