On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Contract number: GS-35F-0220Y  
For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at: GSA.gov.

Contract period: February 27, 2017 – February 26, 2022

Price List is current through Mod# PS-0029 dated February 22, 2021

Contractor: Millsapps, Ballinger & Associates, LLC (MB&A)  
1207 20th St. South  
Arlington, VA 22202-2111

Point of Contact: Joshua Millsapps  
Tel: 703-732-9250  
Fax: 703-783-0355  
www.mbaoutcome.com  
josh.millsapps@mbaoutcome.com

Business size: Small (Service-Disabled Veteran-Owned Small Business)
Customer Information

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SINs</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software License</td>
</tr>
<tr>
<td>54151HEAL</td>
<td>Health Information Technology Services</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

1c. HOURLY RATES (Services only): See page _28_ of _29_.

2. Maximum order: $500,000.00 per sin/per order

3. Minimum order: $100.00


5. Point(s) of production (city, county, and State or foreign country). Arlington, VA

6. Discount from list, prices or statement of net price. Federal Government price is list price minus 16.6% discount.

7. Quantity discounts. N/A

8. Prompt payment terms. : Net 30 days - "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9. Foreign items (list items by country of origin) None

10a. Time of delivery. (Contractor insert number of days.) N/A

10b. Expedited Delivery. N/A

10c. Overnight and 2-day delivery. N/A

10d. Urgent Requirements. Contact Josh Millsapps, Managing Partner.

Office: 571- 312-3085; Cell: 703-282-9935


12a. Ordering address:  Millsapps, Ballinger & Associates, LLC,

1207 20th St.

South Arlington, VA 22202-2111

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3
13. **Payment address.** Millsapps, Ballinger & Associates, LLC, 1207 20th St. South Arlington, VA 22202-2111

14. **Warranty provision.** Warranty terms are standard commercial warranty on materials and workmanship for a period of 1 year date of purchase.

15. **Export packing charges, if applicable.** N/A

16. **Terms and conditions of rental, maintenance, and repair (if applicable)** N/A

17. **Terms and conditions of installation (if applicable).** N/A

18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).** N/A

18b. **Terms and conditions for any other services (if applicable).** N/A

19. **List of service and distribution points (if applicable).** N/A

20. **List of participating dealers (if applicable).** N/A

21. **Preventive maintenance (if applicable).** N/A

22a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants)** N/A

22b. **If applicable, indicate that Section 508 compliance information**

is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at www.Section508.gov/. N/A

23. **Data Universal Number System (DUNS) number.** 968475942

24. **Notification regarding registration in System for Award Management (SAM):** Registered with SAM.
TERMS and CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Inspection of services is in accordance with 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE 1 - JAN 2017) (DEVIATION - FEB 2007) for Time- and-Materials and Labor-Hour Contracts orders placed under this contract.

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY

a. The Contractor’s commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number _714-669-0052 x4_ for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from _5:00am PST_ to _6:00pm PST_.

5. SOFTWARE MAINTENANCE

(1) Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and Frequently Asked Questions (FAQ’s), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self- diagnostics

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services.

Software Maintenance as a product is billed at the time of purchase.

(2) Software Maintenance Services (SIN54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software
maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance services are billed in arrears in accordance with 31 U.S.C. § 3324 b.

Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. § 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)
   
a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
   
a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less.

8. TERM LICENSE CESSATION
   
a. After a software product has been on a continuous term license for a period of ___ 12 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a
fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity’s site. This would allow other agencies access to one ordering activity’s database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor’s proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity’s permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity’s permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) “Commercial Computer Software” may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, “Utilization Limitations” are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210)

Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electro-technical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.
Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)

a. The purpose of SIN 132-33 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

e. As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

f. Software assets that are eligible for transfer that have lapsed Software reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

10. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
Subscription Services Agreement

This agreement is between the GSA Multiple Award Schedule Contractor acting on behalf of Millsapps, Ballinger & Associates, LLC, a Virginia limited liability company (MB&A), and the eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document agreeing to these terms ("Customer" or "Ordering Activity"). It is dated as of the date MB&A signs below.

1. SOFTWARE SERVICE. This agreement provides Customer access to and usage of Internet based software services, including the Salesforce.com service (SFDC) as specified on an order (Service).

2. USE OF SERVICE.

a. Customer Owned Data. All data accessed and used by the Service from Customer's SFDC account remains the property of Customer, as between MB&A and Customer (Customer Data). Customer grants MB&A the right to use the Customer Data solely for purposes of performing under this agreement.

b. Access and Usage. Customer may allow its contractors to access the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors. SFDC may not be used under this agreement except in combination with the Service. The Service interoperates with SFDC and depends on the continuing availability and access to SFDC and its data or information interfaces. If for any reason MB&A cannot access or use SFDC, MB&A may not be able to provide any of all of the functions of its Service. No refund or credit will be provided for temporary unavailability of SFDC, however if access to SFDC is permanently not available (other than as a result of the act or omission of Customer) then Customer may terminate the affected order and MB&A will provide a refund to Customer of any prepaid and unused fees for that order.

3. LIMITED WARRANTY. MB&A warrants that the Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Service written materials accompanying it EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. MB&A DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE MB&A TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MB&A DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

4. PAYMENT. Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. MB&A shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

5. MUTUAL CONFIDENTIALITY.

a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). MB&A's Confidential Information includes without limitation the Service, its user interface design and layout, and pricing information (Excluding GSA Schedule pricing), and the Software and Documentation (defined below).

b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement.

c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order. MB&A recognizes
that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

6. MB&A PROPERTY.

a. **Reservation of Rights.** The software, workflow processes, user interface, designs and Software and Documentation, and other technologies provided by MB&A as part of the Service are the proprietary property of MB&A and its licensors; and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with MB&A. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Software and Documentation. MB&A reserves all rights unless expressly granted in this agreement.

b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks; (v) reverse engineer the Service or the Software and Documentation; (vi) use the Service or any part of it to develop applications; or (vii) access the Service or use the Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **Software and Documentation.** All software provided by MB&A as part of the Service, and the Service documentation, sample data, marketing materials, training material and other material provided through the Service or by MB&A (Software and Documentation) are licensed to Customer as follows: MB&A grants Customer a non-exclusive, non-transferable license during the term of this agreement, to use and copy such Software in accordance with the Documentation, solely in connection with the Service.

d. **Mobile Software.** Some Software licensed above may include mobile software to access the Service via a mobile device (Mobile Software). To use the Mobile Software, Customer must have a mobile device that is compatible with the Mobile Software, and have an active subscription to the Service. MB&A does not warrant that the Mobile Software will be compatible with Customer’s mobile device. Customer may use mobile data in connection with the Mobile Software and may incur additional charges from Customer’s wireless service provider for these services. Customer agrees that it is solely responsible for any such charges. Customer acknowledges that MB&A may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that Customer is using on its mobile device. Customer consents to such automatic upgrading on its mobile device.

e. **Mobile Software from Apple App Store.** The following applies to any Mobile Software Customer acquires from the Apple App Store (App Store Software): Customer agrees that this agreement is solely between Customer and MB&A, not Apple, and that Apple has no responsibility for the App Store Software or content thereof. Customer’s use of the App Store Software must comply with the App Store Terms of Service. Customer acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Software. In the event of any failure of the App Store Software to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the purchase price for the App Store Software to Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the App Store Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to correct any warranty will be solely governed by this agreement and any law applicable to MB&A as provider of the App Store Software. Customer acknowledges that Apple is not responsible for addressing any claims by Customer or any third party relating to the App Store Software or Customer’s possession and/or use of the App Store Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this agreement and any law applicable to MB&A as provider of the App Store Software. Customer acknowledges that, in the event of any third-party claim that the App Store Software or Customer’s possession and use of that App Store Software infringes third party’s intellectual property rights, MB&A, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this agreement.

f. **SFDC Services.** The Service interoperates with SFDC. The Customer must have existing appropriate Salesforce licensing and be compliant with the terms of those SFDC licensing terms. The Service depends on the continuing availability and access to SFDC and any data or information interfaces. If for any reason MB&A cannot access or use SFDC, MB&A may not be able to provide all of the functions of its Service. MB&A HAS NO LIABILITY REGARDING THE AVAILABILITY OF SFDC.

7. **TERM AND TERMINATION.**

a. **Term.** This agreement continues until all orders have terminated.

b. **Termination for Material Breach.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, MB&A shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

c. **Return MB&A Property Upon Termination.** Upon termination of this agreement for any reason, Customer must pay MB&A for any unpaid amounts for the Service provided to the termination date, and destroy or return all property of MB&A. Upon MB&A’s request, Customer will confirm in writing its compliance with this destruction or return requirement.
d. Return of Customer Data.  
Customer Data is made available to Customer in accordance with the SFDC Terms.

e. Suspension for Violations of Law. MB&A may temporarily suspend the Service if it in good faith believes that, as part of using the Service, Customer has violated a law. MB&A will attempt to contact Customer in advance.

f. Reserved.

8. LIABILITY LIMIT.

a. EXCLUSION OF INDIRECT DAMAGES. MB&A is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

b. TOTAL LIMIT ON LIABILITY. MB&A’s total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer.

9. GOVERNING LAW AND FORUM. This agreement is governed by the Federal laws of the United States.

10. OTHER TERMS.

a. Entire Agreement and Changes. This agreement and the order, together with the underlying GSA Schedule Contract, and Schedule Pricelist constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

b. No Assignment. Neither party may assign or transfer this agreement or an order to a third party.

c. Independent Contractors. The parties are independent contractors with respect to each other.

d. Enforceability and Force Majeure. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Excusable delays shall be governed by FAR 52.212-4(f).

e. Reserved.

f. No Additional Terms. MB&A rejects additional or conflicting terms of any Customer form-purchasing document except that a negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement.

g. Order of Precedence. If there is an inconsistency between this agreement and an order, the order prevails.

h. Survival of Terms. Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive (including without limitation, the confidentiality terms). The UN Convention on Contracts for the International Sale of Goods does not apply.

i. Feedback. If Customer provides feedback or suggestions about the Service, then MB&A (and those it allows to use its technology) may use such information without obligation to Customer. MB&A acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.
<table>
<thead>
<tr>
<th>(Customer)</th>
<th>Millsapps, Ballinger &amp; Associates, LLC</th>
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<tbody>
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<td>Printed Name:</td>
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<td>Title:</td>
<td>Title:</td>
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**GSA Labor Description / Requirements**

**Principal Enterprise Architect**

**Minimum/General Experience:** Conceptualizes, architectures, designs, implements and supports integrated solutions for the client. Interfaces with the client's highest technical and business executives. Works to lead large enterprise architecture projects or programs. Designs and integrates the most complex, leading edge, and business critical enterprise-wide solutions for major organizations. Leads the technology or application solution for multiple projects. Establishes and maintains productive working relationships with third party companies. Works within and across practices and organizations to design leading-edge technology or application solutions.

**Minimum Education:** A Bachelor’s degree in Math, Business, Computer Science, or related field OR technical training equivalent and 8+ years of work experience.

**Senior Enterprise Architect**

**Minimum/General Experience:** Acts independently to provide business and/or technical IT consulting support to the project and Principal Enterprise Architect. Works with executives in the customer organization to formulate enterprise-wide business and/or technical IT product and/or service strategies. Develops and applies consulting methodologies, business models and organizational behavior models to conceptualize methods to apply business and/or technical IT products and services as strategic assets. Supports and participates in the conceptualization and development of technology policy, methodologies, models, techniques and strategies. Incorporates the resulting business artifacts into the common repository.

**Minimum Education:** A Bachelor’s degree with four (4) to eight (8) years relative experience in the field or technical training equivalent.

**Associate Enterprise Architect**

**Minimum/General Experience:** Acts independently to provide business and/or technical IT consulting support to the project and Principal Enterprise Architect. Works with executives in the customer organization to formulate enterprise-wide business and/or technical IT product and/or service strategies. Develops and applies consulting methodologies, business models and
organizational behavior models to conceptualize methods to apply business and/or technical IT products and services as strategic assets. Supports and participates in the conceptualization and development of technology policy, methodologies, models, techniques and strategies. Incorporates the resulting business artifacts into the common repository.

**Minimum Education:** A Bachelor's degree with two (2) to five (5) years relative experience in the field or technical training equivalent.

### Principal Programmer

**Minimum/General Experience:** Functional Responsibility: Lead project programmer with experience in commercial programming. Responsible for program design, coding, testing, debugging and documentation. Has technical knowledge of all phases of applications programming. Responsible for directing and monitoring the work of team members. Responsible for program completion and user satisfaction. Uses structured methodology and programming languages.

**Minimum Education:** Ten (10) years of experience and Bachelor's Degree; or High school diploma or equivalent and twelve (15) years of experience. Bachelor’s Degree in Computer Science is equal to four years experience.

### Senior Programmer

**Minimum/General Experience:** Functional Responsibility: Lead project programmer with experience in commercial programming. Responsible for program design, coding, testing, debugging and documentation. Has technical knowledge of all phases of applications programming. Responsible for directing and monitoring the work of team members. Responsible for program completion and user satisfaction. Uses structured methodology and programming languages.

**Minimum Education:** Eight (8) years of experience and Bachelor's Degree; or High school diploma or equivalent and twelve (12) years of experience. Bachelor's Degree in Computer Science is equal to four years’ experience.
**Associate Programmer**

*Minimum/General Experience:* Under general supervision, performs assigned programming tasks. Develops code program subroutines in accordance with detailed program specifications. Uses structured methodology and programming languages.

*Minimum Education:* Bachelor’s Degree or High school diploma or equivalent and four years experience.

**Project Manager**

*Minimum/General Experience:* The candidate must be capable of directing, supervising and coordinating all activities within an assigned project. Must have knowledge and experience in work planning, work assignment, task scheduling, work progress assessments, technical staff development, all applicable Government standards and specifications, and the technical work products required for each specific delivery order. Understanding of the processes involved in the delivery of information technology projects. Must be able to direct and conduct program technical reviews with Government clients.

*Minimum Education:* Position requires a Bachelor's degree with seven (7) years of technical program experience. The candidate must have two (2) years experience in a task leadership role or as the project manager of a technical Government program. Technical training may be substituted for the Bachelor's degree with a total of twelve (12) years of related professional experience.

**Program Manager**

*Minimum/General Experience:* The candidate must be capable of planning, directing, and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex integrated systems design, development or modification as required by specific delivery orders. Must have thorough knowledge and experience in systems requirements definition, work planning, budget development, fiscal control, scheduling, task control, work progress assessments, contract management, subcontract/vendor management, client communications, staff recruiting/development and personnel communications.
Minimum Education: Position requires a Master's degree with ten (10) years of professional experience or a Bachelor's degree with a total of thirteen (13) years of related professional experience. Three years experience must be in the direction and management of large scale Government programs with ten or more individuals. Technical training may be substituted for the Bachelor's degree with a total of seventeen (17) years of related professional experience.

Technical Assistant

Minimum/General Experience: Under general supervision, performs assigned technical or research-oriented tasks. Proficient in the use of technology to perform project tasking. Highly efficient team player capable of performing a wide variety of low level technical tasking.

Minimum/General Education: Bachelor’s Degree; enrolled in technical degree program; or High school diploma or equivalent and four years’ experience.

Cloud Service Desk Agent

Minimum/General Experience: Responsible for the overall performance of the Service Desk Team. Strong knowledge of the SaaS implementations is required. Must be able to lead the Service Desk Team's day-to-day activities while performing technical support functions including customer support, research, and troubleshooting. Responsible for trending data and identifying areas of opportunity. Manage SLA's, answer questions and improve team and SaaS performance.

Minimum/General Experience: Bachelor’s Degree or High School Diploma with 4 years equivalent experience.

Cloud Analyst

Minimum/General Experience: This individual will be responsible for facilitating trainings for new users and partner with stakeholders to identify enhancement opportunities to optimize system functionalities. The Cloud analyst will work cross functionally and lead teams through requirement definition, solution design, configuration and deployment of SaaS solutions.

Responsibilities include: Act as the trusted advisor for all users; Support a diverse range of business process and reporting needs across the organization; Research and implement best practices on how to grow and improve the organization’s use of SaaS; Define and Manage overall project goals for implementation of new processes and procedures; Design and Develop
solutions for systems enhancements and resolve any project related issues; Create Documentation; and Support Reporting.

**Minimum/General Experience:** Bachelor’s Degree with 4-6 years’ experience.

**Cloud Administrator**

**Minimum/General Experience:** Required to have a thorough understanding of Customer Relationship Management (CRM) Software as a Service (SaaS). The administrator supports SaaS instances in the public and private sector and troubleshoots and works with end-users to insure that applications meet their needs and keep pace with changes in program operations, policies and/or procedures. Must keep abreast of SaaS features, functionality, and provide recommendations for process improvements. Must keep users informed about system functionality and enhancements and provide technical support.

**Minimum/General Experience:** Bachelor’s Degree in computer science, computer applications, or equal, with Administrator Certification and 4-6 years’ experience.

**Cloud Developer**

**Minimum/General Experience:** In-depth understanding of CRM SaaS applications to include capabilities and constraints. Must be able to implement defined business projects, and ensure operational stability and associated support is provided and effective. Key Responsibilities include: Delivery of Work Products and Change Requests; Implement application development requirements; Define, Plan and Manage releases of application updates; Support improvement initiatives involving business applications; Support strategy; Act as the Subject Matter Expert for SaaS implementations.

**Minimum/General Experience:** Bachelor’s Degree with Developer Certification and 6-8 years’ experience.

**Cloud Architect**

**Minimum/General Experience:** The Cloud Architect is a passionate, hands-on expert with the SaaS Platforms. The Architect enjoys working closely with executives, project managers, and analysts to design, architect, and lead the development of SaaS solution implementations. The Architect ensures effective solution design to meet business requirements in a variety of industry
contexts. The Architect is currently certified and has hands-on experience of all aspects of SaaS including design, configuration, customization and implementation of applications and 3rd party integrations.

**Minimum/General Experience:** Bachelor’s Degree with Developer Certification, and 10 years’ experience as a Cloud Architect

### Engagement Director

**Minimum/General Experience:** Responsible for coordination and execution of services delivery and product adoption for key strategic customer Enterprise accounts. The role is customer-facing and requires interaction with various stakeholders at all levels, both internally and externally, with the goal of overall customer satisfaction and success. Individual should be a strategic thinker who can guide, inspire, coach, and mentor the development team, and must be willing to get deeply involved in day-to-day tasks. Facilitate cross functional meetings and driving deliverables. Must be able to communicate clearly and effectively. Must be able to observe an environment and know exactly how to handle it.

**Minimum/General Experience:** Master’s Degree with 12 years’ experience

### User Experience (UX) Trainer

**Minimum/General Experience:** Organizes, prepares, schedules, and conducts training sessions at the user level for specific databases, software packages, or general instruction training. Under direction of the Program Manager or Project Lead, performs tasks related to the dissemination of customer organizational information employing on-site and/or, distance learning methods. The IT Specialist facilitates new and/or recurrent training of customer staff and contractors so as to maximize their effectiveness in the execution of their respective assignments within the organization.

**Minimum/General Experience:** Bachelor’s Degree in Business, English, Computer Science, Engineering, Information Systems, Information Technology, or Social Science with 4 years’ experience.
Usability Engineer / Tester

**Minimum/General Experience:** Manages and executes planning, execution, and analysis of website usability tests. Analyzes website usability data and provides recommendations for usability improvements. Develops and executes website usability tests. Assists with preparation of usability test reports and analysis of results

**Minimum/General Experience:** Bachelor’s Degree with 4 years’ experience

Human Factors Analyst

**Minimum/General Experience:** Designs and develops human factors engineering programs coordinated with system users, and can design and develop usability assessments. Is very familiar with the Human Factors Design Standards. Understands the design, development, and implementation of user procedures for use in developmental HF testing, and has experience with the execution of a HF program for a large, complex system. Able to identify critical HF engineering design issues, conduct trade studies and tests utilizing mockups, models, and/or simulations. Can identify special skill and training issues and requirements. Able to participate with a multi-disciplinary team to develop the top level design of a complex, user-interactive system. Can evaluate designs to ensure that they meet operability, maintainability, and personnel safety requirements.

**Minimum/General Experience:** Bachelor’s Degree and 6 years’ experience

Human Factors Engineer

**Minimum/General Experience:** Must be able to lead one project or client at a time, such human factors engineering activities as: Graphical user requirements analysis; Human-computer function/job/task analysis; Scenario-based engineering process; Developing human-computer work flow scenarios; Graphical user interface design; Rapid prototyping of graphical user interfaces; Product usability evaluations; User documentation and training; Human-computer performance analysis; Manage budgets, schedules, and other task personnel for a single project or client; Solicit, facilitate, and provide regular briefings and progress reports to customers on the status of projects, problems encountered, and recommended courses of action.

**Minimum/General Experience:** Bachelor’s Degree in Computer Science, Systems Engineering,
Software Engineering or equivalent and 6 years’ experience.

**Health Principal Enterprise Architect**

*Minimum/General Experience*: Responsible for initial design and development of new software or extensive software revisions. Defines product requirements and creates high-level architectural specifications, ensuring feasibility, functionality, and integration with existing systems/platforms. Designs, develops, and implements infrastructure to provide highly-complex, reliable, and scalable database to meet the organization's objectives and requirements. Analyzes organization's business requirements for database design, and executes changes to database as required. Demonstrates expertise in a variety of the field's concepts, practices, and procedures. Conceptualizes, architects, designs, implements and supports integrated solutions for the client. Interfaces with the client's highest technical and business executives. Works to lead large enterprise architecture projects or programs. Designs and integrates the most complex, leading edge, and business critical enterprise-wide solutions for major organizations. Leads the technology or application solution for multiple projects. Establishes and maintains productive working relationships with third party companies. Works within and across practices and organizations to design leading-edge technology or application solutions.

*Minimum Education*: A Bachelor’s degree in Math, Business, Computer Science, or related field OR technical training equivalent and 8+ years of work experience.

**Health Senior Enterprise Architect**

*Minimum/General Experience*: Responsible for initial design and development of new software or extensive software revisions. Defines product requirements and creates high-level architectural specifications, ensuring feasibility, functionality, and integration with existing systems/platforms. Designs, develops, and implements infrastructure to provide highly-complex, reliable, and scalable database to meet the organization's objectives and requirements. Analyzes organization's business requirements for database design, and executes changes to database as required. Demonstrates expertise in a variety of the field's concepts, practices, and procedures.

*Minimum Education*: A Bachelor's degree with four (4) to eight (8) years relative experience in the field or technical training equivalent.
Health Associate Enterprise Architect

**Minimum/General Experience:** Responsible for initial design and development of new software or extensive software revisions. Defines product requirements and creates high-level architectural specifications, ensuring feasibility, functionality, and integration with existing systems/platforms. Designs, develops, and implements infrastructure to provide highly-complex, reliable, and scalable database to meet the organization's objectives and requirements. Analyzes organization’s business requirements for database design, and executes changes to database as required. Demonstrates expertise in a variety of the field's concepts, practices, and procedures.

**Minimum Education:** A Bachelor's degree with two (2) to five (5) years relative experience in the field or technical training equivalent.

Health Principal Programmer

**Minimum/General Experience:** Lead project programmer with experience in commercial programming. Responsible for program design, coding, testing, debugging and documentation, evaluates software and systems, in conjunction with hardware product development, that enable computers to perform their applications, applying principles and techniques of computer science, engineering, and mathematical analysis. Has technical knowledge of all phases of applications programming. Responsible for directing and monitoring the work of team members. Responsible for program completion and user satisfaction. Uses structured methodology and programming languages.

**Minimum Education:** Ten (10) years of experience and Bachelor’s Degree; or High school diploma or equivalent and twelve (15) years of experience. Bachelor’s Degree in Computer Science is equal to four years’ experience.

Health Senior Programmer

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**Minimum Education:** Eight (8) years of experience and Bachelor’s Degree; or High school diploma or equivalent and twelve (12) years of experience. Bachelor’s Degree in Computer Science is equal to four years’ experience.

### Health Associate Programmer

**Minimum/General Experience:** Under general supervision, performs assigned programming tasks. Develops code program subroutines in accordance with detailed program specifications. Uses structured methodology and programming languages.

**Minimum Education:** Bachelor’s Degree or High school diploma or equivalent and four years’ experience.

### Health Project Manager

**Minimum/General Experience:** Manages the Program/Project Management Office (PMO) by driving program and project management best practices, policies, procedures and processes. Tracks the status of all projects and manages escalations, project budgets and reporting. The candidate must be capable of directing, supervising and coordinating all activities within an assigned project. Must have knowledge and experience in work planning, work assignment, task scheduling, work progress assessments, technical staff development, all applicable Government standards and specifications, and the technical work products required for each specific delivery order. Understanding of the processes involved in the delivery of information technology projects. Must be able to direct and conduct program technical reviews with Government clients.

**Minimum Education:** Position requires a Bachelor’s degree with seven (7) years of technical program experience. The candidate must have two (2) years’ experience in a task leadership role or as the project manager of a technical Government program. Technical training may be substituted for the Bachelor’s degree with a total of twelve (12) years of related professional experience.
Health Program Manager

Minimum/General Experience: Manages the Program/Project Management Office (PMO) by driving program and project management best practices, policies, procedures and processes. Tracks the status of all projects and manages escalations, project budgets and reporting. The candidate must be capable of planning, directing, and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex integrated systems design, development or modification as required by specific delivery orders. Must have thorough knowledge and experience in systems requirements definition, work planning, budget development, fiscal control, scheduling, task control, work progress assessments, contract management, subcontract/vendor management, client communications, staff recruiting/development and personnel communications.

Minimum Education: Position requires a Master's degree with ten (10) years of professional experience or a Bachelor's degree with a total of thirteen (13) years of related professional experience. Three years’ experience must be in the direction and management of large scale Government programs with ten or more individuals. Technical training may be substituted for the Bachelor's degree with a total of seventeen (17) years of related professional experience.

Health Technical Assistant/Intern

Minimum/General Experience: Under general supervision, performs assigned technical or research-oriented tasks. Proficient in the use of technology to perform project tasking. Assesses and troubleshoots computer support problems and applies understanding of computer software and hardware products and services to resolve problems of users. Receives telephone calls and e-mails from users having problems using computer software and hardware or inquiring how to use specific software, programming languages, electronic mail or operating systems. Ascertains from computer user the nature of problem, determines whether problem is caused by hardware, such as modem, printer, cables or telephone, formulates diagnosis and assists users through problem solving steps. Highly efficient team player capable of performing a wide variety of low level technical tasking.

Minimum/General Experience: Bachelor’s Degree; enrolled in technical degree program; or High school diploma or equivalent and four years’ experience.
**Health Cloud Service Desk Agent**

*Minimum/General Experience:* Responsible for the overall performance of the Service Desk Team. Strong knowledge of the SaaS implementations is required. Must be able to lead the Service Desk Team's day-to-day activities while performing technical support functions including customer support, research, and troubleshooting. Responsible for trending data and identifying areas of opportunity. Manage SLA's, answer questions and improve team and SaaS performance.

*Minimum/General Experience:* Bachelor’s Degree or High School Diploma with 4 years equivalent experience.

**Health Cloud Analyst**

*Minimum/General Experience:* This individual will be responsible for facilitating trainings for new users and partner with stakeholders to identify enhancement opportunities to optimize system functionalities. The Cloud analyst will work cross functionally and lead teams through requirement definition, solution design, configuration and deployment of SaaS solutions.

Responsibilities include: Act as the trusted advisor for all users; Support a diverse range of business process and reporting needs across the organization; Research and implement best practices on how to grow and improve the organization’s use of SaaS; Define and Manage overall project goals for implementation of new processes and procedures; Design and Develop solutions for systems enhancements and resolve any project related issues; Create Documentation; and Support Reporting.

*Minimum/General Experience:* Bachelor’s Degree with 4-6 years’ experience.

**Health Cloud Administrator**

*Minimum/General Experience:* Required to have a thorough understanding of Customer Relationship Management (CRM) Software as a Service (SaaS). The administrator supports SaaS instances in the public and private sector and troubleshoots and works with end-users to insure that applications meet their needs and keep pace with changes in program operations, policies and/or procedures. Must keep abreast of SaaS features, functionality, and provide recommendations for process improvements. Must keep users informed about system functionality and enhancements and provide technical support.
Minimum/General Experience: Bachelor’s Degree in computer science, computer applications, or equal, with Administrator Certification and 4-6 years’ experience.

Health Cloud Developer

Minimum/General Experience: In-depth understanding of CRM SaaS applications to include capabilities and constraints. Must be able to implement defined business projects, and ensure operational stability and associated support is provided and effective. Key Responsibilities include: Delivery of Work Products and Change Requests; Implement application development requirements; Define, Plan and Manage releases of application updates; Support improvement initiatives involving business applications; Support strategy; Act as the Subject Matter Expert for SaaS implementations.

Minimum/General Experience: Bachelor’s Degree with Developer Certification and 6-8 years’ experience.

Health Cloud Architect

Minimum/General Experience: The Cloud Architect is a passionate, hands-on expert with the SaaS Platforms. The Architect enjoys working closely with executives, project managers, and analysts to design, architect, and lead the development of SaaS solution implementations. The Architect ensures effective solution design to meet business requirements in a variety of industry contexts. The Architect is currently certified and has hands-on experience of all aspects of SaaS including design, configuration, customization and implementation of applications and 3rd party integrations.

Minimum/General Experience: Bachelor’s Degree with Developer Certification, and 10 years’ experience as a Cloud Architect

Health Engagement Director

Minimum/General Experience: Responsible for coordination and execution of services delivery and product adoption for key strategic customer Enterprise accounts. The role is customer-facing and requires interaction with various stakeholders at all levels, both internally and externally, with the goal of overall customer satisfaction and success. Individual should be a strategic thinker who can guide, inspire, coach, and mentor the development team, and must be willing to get deeply involved in day-to-day tasks. Facilitate cross functional meetings and driving deliverables.
Must be able to communicate clearly and effectively. Must be able to observe an environment and know exactly how to handle it.

**Minimum/General Experience:** Master’s Degree with 12 years’ experience

**Health User Experience (UX) Trainer**

**Minimum/General Experience:** Organizes, prepares, schedules, and conducts training sessions at the user level for specific databases, software packages, or general instruction training. Under direction of the Program Manager or Project Lead, performs tasks related to the dissemination of customer organizational information employing on-site and/or, distance learning methods. Manages the activities related to various training and educational programs for an organization. Assesses and identifies individual group training needs and administers plans, procedures and programs to meet these training needs. Prepares a variety of training aids and materials and assesses training packages, including outline, text and handouts written by instructors.

**Minimum/General Experience:** Bachelor’s Degree in Business, English, Computer Science, Engineering, Information Systems, Information Technology, or Social Science with 4 years’ experience.

**Health Usability Engineer / Tester**

**Minimum/General Experience:** Manages and executes planning, execution, and analysis of website usability tests. Analyzes website usability data and provides recommendations for usability improvements. Develops and executes website usability tests. Assists with preparation of usability test reports and analysis of results

**Minimum/General Experience:** Bachelor’s Degree with 4 years’ experience

**Health Human Factors Analyst**

**Minimum/General Experience:** Designs and develops human factors engineering programs coordinated with system users, and can design and develop usability assessments. Is very familiar with the Human Factors Design Standards. Understands the design, development, and implementation of user procedures for use in developmental HF testing, and has experience with the execution of a HF program for a large, complex system. Able to identify critical HF engineering design issues, conduct trade studies and tests utilizing mockups, models, and/or
simulations. Can identify special skill and training issues and requirements. Able to participate with a multi-disciplinary team to develop the top level design of a complex, user-interactive system. Can evaluate designs to ensure that they meet operability, maintainability, and personnel safety requirements.

*Minimum/General Experience:* Bachelor’s Degree and 6 years’ experience

**Health Human Factors Engineer**

*Minimum/General Experience:* Must be able to lead one project or client at a time, such human factors engineering activities as: Graphical user requirements analysis; Human-computer function/job/task analysis; Scenario-based engineering process; Developing human-computer work flow scenarios; Graphical user interface design; Rapid prototyping of graphical user interfaces; Product usability evaluations; User documentation and training; Human-computer performance analysis; Manage budgets, schedules, and other task personnel for a single project or client; Solicit, facilitate, and provide regular briefings and progress reports to customers on the status of projects, problems encountered, and recommended courses of action.

*Minimum/General Experience:* Bachelor’s Degree in Computer Science, Systems Engineering, Software Engineering or equivalent and 6 years’ experience.
# GSA Labor Rates

**SIN: 54151S**

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<th>Labor Category</th>
<th>Hourly Rate</th>
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<td>Principle Enterprise Architect</td>
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<td>Senior Enterprise Architect</td>
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<td>Associate Enterprise Architect</td>
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<td>Principle Programmer</td>
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<td>Senior Programmer</td>
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<td>Associate Programmer</td>
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<td>Cloud Analyst</td>
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<td>Cloud Administrator</td>
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<td>Engagement Director</td>
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<td>User Experience (UX) Trainer</td>
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<td>Human Factors Analyst</td>
<td>$ 123.35</td>
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# GSA Labor Rates

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**SIN: 511210 - Software License**

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