MULTIPLE AWARD SCHEDULE

Unison Virtual Acquisition Office, LLC

21251 Ridgetop Circle, Suite 100
Dulles, VA 20166-6644 (571) 449-4000
Facsimile: 703.481.3442 www.gotovao.com

SIN 511210 – TERM SOFTWARE LICENSES
SIN 54151S – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

Contract Number: GS-35F-131GA

Period Covered by Contract: December 15, 2021 through December 14, 2026

Price List current through Modification #PS-0035 dated August 9, 2022

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Ordering Activities can browse GSA Advantage! by accessing GSA’s Home Page via Internet at www.gsa.gov
CUSTOMER INFORMATION

1. Awarded Special Item Numbers (SIN)

   a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

      SIN 511210 – Term Software Licenses
      SIN 54151S – IT Professional Services

   b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one. Exclusive of any quantity dollar volume, prompt payment or any other concession affecting the price. Those contracts that have unit prices based on the geographic location of the customer should show the range of the lowest price and cite the areas to which the prices apply.

      SIN 511210        VAO COR Toolkit Up to 25 PWs: $27,852.15
      SIN 54151S        Program Support Specialist: $66.06

   c. A description of all corresponding job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

      See GSA pricing on page 25

2. Maximum Order

   SIN 511210 – Term Software Licenses $500,000.00
   SIN 54151S – IT Professional Services $500,000.00

3. Minimum Order

   SIN 511210 – Term Software Licenses $100.00
   SIN 54151S – IT Professional Services $100.00

4. Geographic Coverage (delivery area)

   Worldwide

5. Point(s) of Production

   Unison Virtual Acquisition Office, LLC
   21251 Ridgetop Circle, Suite 100
   Dulles, VA 20166-6644

6. Discount from List prices

   See GSA awarded pricing.

7. Quantity Discounts

   None
8. Prompt Payment Terms
   Net 30 days

9. Government Purchase Card
   Government purchase card is accepted for purchases at or below $10,000.00.

10. Foreign Items
    None

11. Delivery
    a. Time of delivery
       As negotiated between the Ordering Activity and the Contractor
    b. Expedited delivery
       As negotiated between the Ordering Activity and the Contractor
    c. Urgent requirement.
       As negotiated between the Ordering Activity and the Contractor

12. F.O.B. Point(s)
    FOB Destination

13. Ordering
    a. Address
       Unison Virtual Acquisition Office, LLC
       21251 Ridgetop Circle, Suite 100
       Dulles, VA 20166-6644
       Contract@unisonglobal.com
    b. 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.

14. Payment Address
    Unison Virtual Acquisition Office, LLC
    21251 Ridgetop Circle, Suite 100
    Dulles, VA 20166-6644
    accountspayable@unisonglobal.com

15. Warranty provision
    See page #6, Section 2.
16. Export Packing Charges
   Not applicable

17. Terms and conditions of Government purchase acceptance (any thresholds above the micro-purchase level)
   See Sections 2. and 3. above

18. Terms and conditions of rental, maintenance, and repair
   Not applicable

19. Terms and conditions of installation
   Not applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list price
   Not applicable

20. Terms and conditions for any other services
   Not applicable

21. List of service distributions points (if applicable)
   Not applicable

22. List of participating dealers (if applicable)
   Not applicable

23. Preventative maintenance (if applicable)
   Not applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants)
   Not applicable

24b. 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
   Not applicable

25. Data Universal Numbering Systems (DUNS) number
   080590051

26. Notification regarding registration in System for Award Management (SAM) database
   Active in SAM

1. INSPECTION/ACCEPTANCE

   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.

2. GUARANTEE/WARRANTY

   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial price list will apply to this contract.

   Unison Virtual Acquisition Office, LLC represents and warrants that it has the right to grant the license and that Subscriber’s use of VAO in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

   Unison represents and warrants that it will use commercially reasonable efforts to operate and maintain the VAO databases and the server on which VAO resides to provide availability of VAO during business hours, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment or services outside of control of the Licensor.

   Unison shall use commercially reasonable efforts to scan for known viruses, unauthorized code, and disabling mechanisms (“viruses”) in VAO as it resides on the Unison server but does not guarantee that VAO will be free of all such viruses.

   VAO and information contained therein (“information”) provided by Unison include original works of Unison as well as information obtained by Unison from third parties and aggregated by Unison. Unison believes the sources of the information to be reliable, but it makes no warranties regarding accuracy, reliability, completeness, contemporaneity, or otherwise.

   Further, access to the VAO relies on the performance of subscriber’s system and telecommunications providers outside the control of Unison. Unison makes no warranty that: (a) VAO will meet subscriber’s requirements; or (b) the results that may be obtained from the use of the information or VAO will be accurate or reliable. Except as set forth in this section, Unison disclaims all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement and accuracy. Unison is not responsible for any decision made or action taken by subscriber in reliance on the information provided through VAO.

   VAO is sold on an annual term basis, and the annual term price includes access to the service purchased and maintenance of the VAO databases and server on which VAO resides. To the extent that new features are added to VAO during the term of the order, the term fee paid by the subscriber will not cover access to or the maintenance of those new features not included in the termorder.

   Unison represents and warrants that it will use commercially reasonable efforts to operate and maintain the VAO databases and the server on which VAO resides to provide availability of VAO during business hours, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data, and downtime related to equipment or services outside of control of the Licensor.

   Limitation of liability: In no event shall Unison be liable for any direct, indirect, incidental, special or consequential damages, whether in contract, tort or otherwise, arising from subscriber’s access to VAO or use of VAO. Unison’s maximum liability under this agreement shall be limited to a refund of any amounts paid by subscriber for VAO during the one-month period prior to the date the claim.

   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.

   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.

3. TECHNICAL SERVICES

   The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-844-826-2576 and email VAOCustomerCare@gotovao.com for the purpose of providing user assistance. The technical support is available from Monday through Friday (excluding federal holidays) from 8:30AM EST to 5:00PM EST.

4. SOFTWARE MAINTENANCE
   a. Software maintenance service shall include the following:
      All normal maintenance necessary to assure continuing operational status.

   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.

5. PERIODS OF TERM LICENSES (511210)
   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 orders citing the new appropriation shall be required, if 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.

6. UTILIZATION LIMITATIONS - (511210)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. 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.

7. SOFTWARE CONVERSIONS - (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.

8. 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.

9. RIGHT-TO-COPY PRICING
The Contractor shall insert the discounted pricing for right-to-copy licenses. This is not available in accordance with the End User License Agreement.
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES
   a. When using a performance-based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   b. The ordering office must establish a maximum performance incentive price for those services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
   d. The above procedures do not apply to Time and Material or Labor Hour orders.

3. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
   c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use
GSA city pair contracts.

5. **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clauses of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. **INSPECTION OF SERVICES:** The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor–Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. **RESPONSIBILITIES OF THE CONTRACTOR:** The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (May 2014) Rights in Data – General may apply.

8. **RESPONSIBILITIES OF THE ORDERING ACTIVITY:** Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. **INDEPENDENT CONTRACTOR:** All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

   a. **Definitions.**

   “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

   “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

   An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. **INVOICES:** The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. **PAYMENTS:** For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – FEB 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – FEB 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

13. **RESUMES:** Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. **INCIDENTAL SUPPORT COSTS:** Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. **APPROVAL OF SUBCONTRACTS:** The ordering activity may require that the Contractor receive, from the ordering activity’s Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. **DESCRIPTION OF IT SERVICES, LABOR CATEGORY DESCRIPTIONS AND PRICING:** See description of offer and GSA price sheets at the end of the IT Schedule Price List.
AUTHORIZED FEDERAL SUPPLY SERVICE PRICE LIST

COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

UNISON VIRTUAL ACQUISITION OFFICE, LLC provides commercial products and services to the ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Reid Jackson, President and CEO
Unison Virtual Acquisition Office, LLC
TEL: 703-481-3699
FAX: 703-481-3442
Reid.Jackson@unisonglobal.com
SUGGESTED Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist.

BEST VALUE
BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ____________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_________________________ DATE ____________________________
ORDERING ACTIVITY CONTRACTOR

_________________________ DATE ____________________________
(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)___________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

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<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
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2. Delivery:

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<th>DESTINATION</th>
<th>DELIVERY SCHEDULE/DATES</th>
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3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be______.

4. This BPA does not obligate any funds.

5. This BPA expires on______________ or at the end of the contract period, whichever is earlier.

6. The following office(s) is hereby authorized to place orders under this BPA:

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<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   a. Name of Contractor;

   b. Contract Number;

   c. BPA Number;

   d. Model Number or National Stock Number (NSN);

   e. Purchase Order Number;
(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
SIN 511210 TERM SOFTWARE LICENSES

Virtual Acquisition Office™ (VAO)

Virtual Acquisition Office™ (VAO) is Unison’s Term (Subscription)-based acquisition knowledge management and research service that provides insightful, up-to-date acquisition information at the touch of a button and allows subscribers to submit acquisition questions and issues for research. For about one-third the cost of an FTE, this value-added service provides access to a staff of highly regarded former federal officials from both defense and civilian agencies — from departmental senior procurement executives and chief information officers (CIOs) to capital planners, program and procurement analysts, and contracting officers. This innovative method of delivering expert acquisition support services has been acknowledged by the acquisition and CIO community as a cost-effective and value-added approach.

VAO provides its network of clients across the Government access to insightful and easy-to-read publications; an online library featuring both news and analysis; and My Learning Center, which offers hundreds of continuous learning point (CLP)-earning opportunities. Each Term Subscription allows users with assigned passwords to access the following integrated components of the VAO:

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<th>Virtual Acquisition Office™ (VAO)</th>
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| Proprietary VAO™ Publications | Current and historical proprietary VAO publications that provide news and analysis on issues of interest to the acquisition community, including superb insights into current and emerging federal acquisition and business practices. Types of publications include:
- **Advisory** – an in-depth but concisely written discussion of a selected troublesome or opportunity-producing topic with analysis, assessments, and recommended best practices. **Advisories** offer CLP-earning opportunities when VAO subscribers pass a related assessment quiz. Past **Advisories** include: “Business Cases are Serious Business,” and “Cutting-Edge Acquisition: Due Diligence.”
- **At a Glance** – a quick snapshot of what users need to know about a recent development, including how it impacts the acquisition community and the work they do.
- **Quick Reference Guide** – a guide for CORs to help them perform the responsibilities of the role.
- **An Inside Look** – interviews with Senior Procurement Executives (SPEs) offering advice and lessons learned from their impressive careers.
- **Beyond the Basics** – a research-based, objective analysis to spark critical and creative thinking and provide federal acquisition professionals with knowledge-based ways of dealing with complex acquisition issues. In addition, VAO experts weigh in with insights and an educated analysis of ongoing challenges that plague the acquisition community of practice.
- **Other types of publications:** **PM Guide to Acquisition** (with a focus on program/project management), **Softer Side of Acquisition** (with a focus on soft skills), and **That’s a Wrap!** (with a focus on news). |

| Research Support | A highly regarded and key component of VAO that’s just a phone call or e-mail away. Members benefit from unlimited access to this inquiry service, which answers acquisition-related questions, concerns, or requests for analysis that individually may require up to four hours to complete. |

| My Learning Center | An online gateway to increased organizational capacity through just-in-time learning. My Learning Center provides central access to the full catalog of hundreds of VAO CLP-earning trainings and provides a unique and flexible approach to continuous learning for the federal acquisition community, allowing acquisition professionals to choose when and where they learn, and at their own pace. These on-demand virtual trainings, taken in roughly one- to two-hour increments, are geared toward many acquisition community professionals, including contracting staff, CORs, and program/project managers (PM/PjMs). Once a training activity is complete, clients can earn CLPs by passing the corresponding quiz to validate their learning. New training opportunities are added frequently, including popular monthly webinars. Examples of training opportunities by delivery type include:
- **Webinars** – relevant and trending topical sessions covering the latest and greatest, including best practices. Members can use the “Ask the Expert” feature to ask hosts questions and receive responses in real time.
- **Publications** – deeply researched and thorough scholarly white papers on numerous acquisition topics
- **Protest Case Studies** – lessons learned and analyses cultivated from protests, broken down by subject area
- **Weekly Acquisition News** – the latest word on emerging tech, changes to federal policies and guidelines, federal agency and acquisition community activities, and more!
- **Self-Paced eLearning Modules** – evergreen acquisition trainings for... |
professional development (formerly known as Applied Learning Online (ALO) and now included with all VAO Term Subscriptions)

VAO training may map to Federal Acquisition Certification for Contracting Officer’s Representatives (FAC-COR) program requirements and agency training requirements, helping keep certifications and career growth on track. VAO may work with member acquisition career managers (ACMs) to curate recommended VAO training for their workforce to support agency missions and satisfy current Federal Acquisition Regulation (FAR) requirements.

A sampling of training included in the VAO catalog (subject to change):

<table>
<thead>
<tr>
<th>Delivery Type</th>
<th>Title</th>
<th>CLP</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advisory</td>
<td>Competency Builder: Developing Solid Requirements</td>
<td>1</td>
<td>1 hr.</td>
</tr>
<tr>
<td>Advisory</td>
<td>Understanding and Responding to Emergencies: A CO’s Guide to Emergency Contracting</td>
<td>1.5</td>
<td>1.5 hrs.</td>
</tr>
<tr>
<td>e-Module</td>
<td>COR’s Guide to Pre-Award Acquisition: Planning to Contract Award</td>
<td>2</td>
<td>2 hrs.</td>
</tr>
<tr>
<td>e-Module</td>
<td>Conduct Effective Market Research</td>
<td>2</td>
<td>2 hrs.</td>
</tr>
<tr>
<td>Protest Case Study</td>
<td>Clarifications and Discussions (No. 1)</td>
<td>1</td>
<td>1 hr.</td>
</tr>
<tr>
<td>Protest Case Study</td>
<td>Technical Evaluation – Reasonable or Unreasonable?</td>
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<td>1 hr.</td>
</tr>
<tr>
<td>Webinar</td>
<td>Choose Your Options Wisely</td>
<td>1</td>
<td>1 hr.</td>
</tr>
<tr>
<td>Webinar</td>
<td>CPARs – The Importance of Being Earnest</td>
<td>1</td>
<td>1 hr.</td>
</tr>
<tr>
<td>Acquisition News</td>
<td>Daily Acquisition News (July 26, 2021-July 30, 2021)</td>
<td>1</td>
<td>1 hr.</td>
</tr>
<tr>
<td>Acquisition News</td>
<td>Daily Acquisition News (July 19, 2021-July 23, 2021)</td>
<td>1</td>
<td>1 hr.</td>
</tr>
</tbody>
</table>

**Sample Training Class Details**

- **Delivery type:** e-Module
- **Title:** Conduct Effective Market Research
- **Duration:** 2 hrs.
- **Credit:** 2 CLPs
- **Learning objectives:**
  - At the end of this training, you will be able to:
    - Identify the purpose and benefits of market research  
    - Describe the market research process  
    - Recognize how good market research can help you develop your acquisition strategy and refine your objectives  
    - List the “do’s and don’ts” of market research  
    - Identify market research tools that can help you succeed  
    - Incorporate best practices and techniques for market research into your acquisition life cycle
  - **Description:** Effective market research is the key to mission success. Learn tools and techniques for gathering critical market research information to ensure solicitations allow for maximum competition and innovative solutions for Government.

Timeless Training

A robust learning management system that facilitates all CLP activities, monitoring, and tracking. VAO members can view all in-progress and completed training, launch trainings, download or print certificates, and generate a full VAO training transcript at any time. This Sharable Content Object Reference Model (SCORM)-compliant, best-in-class system provides an unparalleled environment and analytics capability to monitor training trends and utilization.
<table>
<thead>
<tr>
<th>Examples of Topics Covered</th>
<th>The following list is a representative sample of the thousands of acquisition topics VAO has researched and written about. An index of the topics on which we have provided insight, advice, and perspective is provided on our website at <a href="http://www.gotovao.com">www.gotovao.com</a>.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Acquisition Centers of Excellence (CoE) for&lt;br&gt;• Key players and their roles in acquisition&lt;br&gt;• How PMs can conduct real market research into&lt;br&gt;• Category management&lt;br&gt;• Strategic sourcing&lt;br&gt;• Negotiating in a sole-source environment&lt;br&gt;• Use of statements of objectives (SOOs) for performance-based contracting</td>
</tr>
</tbody>
</table>

The VAO Password Subscription and Modules available under SIN 511210 are all products and therefore, exempt from Service Contract Reporting (see FAR 4.1703 and FAR 52.204-14).
GSA Price Sheet for Virtual Office Acquisition (VAO) Software
SIN: 511210 Term Software Licenses

<table>
<thead>
<tr>
<th>Part #</th>
<th>Product Description</th>
<th>GSA Annual Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to 25 Passwords with 2 Inquiry POCs</td>
<td>$46,420.96</td>
</tr>
<tr>
<td>2</td>
<td>Up to 50 Passwords with 2 Inquiry POCs</td>
<td>$62,580.52</td>
</tr>
<tr>
<td>3</td>
<td>Up to 75 Passwords with 2 Inquiry POCs</td>
<td>$75,214.37</td>
</tr>
<tr>
<td>4</td>
<td>Up to 100 Passwords with 2 Inquiry POCs</td>
<td>$84,968.88</td>
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<td>5</td>
<td>Up to 25 Passwords with 4 Inquiry POCs</td>
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<td>7</td>
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<td>14</td>
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<td>16</td>
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<td>17</td>
<td>Up to 25 Passwords with 10 Inquiry POCs</td>
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<tr>
<td>18</td>
<td>Up to 50 Passwords with 10 Inquiry POCs</td>
<td>$156,599.81</td>
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<tr>
<td>19</td>
<td>Up to 75 Passwords with 10 Inquiry POCs</td>
<td>$169,233.64</td>
</tr>
<tr>
<td>20</td>
<td>Up to 100 Passwords with 10 Inquiry POCs</td>
<td>$179,810.81</td>
</tr>
</tbody>
</table>

ADDITIONAL INQUIRY SEAT $10,000.00
Add-on option for Virtual Acquisition Office™ term packages: Additional Inquiry Points of Contact (POC) to submit an unlimited number of acquisition-related research requests:
$10,000.00/POC/year

ADDITIONAL PASSWORD $554.92
Add-on option for Virtual Acquisition Office™ term packages of additional passwords at 101 and above
Additional passwords to the Virtual Acquisition Office™ service: $554.92/password/year

Footnote:
1. VAO is not sold in quantities less than 2 inquiry seats and 25 passwords
2. Unison VAO is the manufacturer
Full COR Toolkit (Full Inquiry Access)

VAO COR Toolkit – Information Service available to any agency that has at least 25 VAO Password Subscription to get access to the daily news feed, templates, tools, checklists, policy library, and guidance highly relevant to CORs’ and PMs’ strategic objectives and daily responsibilities. With this option, access for individuals designated by the agency as an "Inquiry Point of Contact" (POC) to ask an unlimited number of research questions (up to approximately a four-hour level-of-effort to research each inquiry) throughout the one-year term period. This option starts at a 25-password minimum, with additional passwords available in 25-password increments. This level of service includes two inquiry points of contact, with options available to add additional inquiry points of contact.

<table>
<thead>
<tr>
<th>VAO COR TOOLKIT SUBSCRIPTION</th>
<th>Part #</th>
<th>Product Description</th>
<th>GSA Annual Price w/IFF</th>
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</thead>
<tbody>
<tr>
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<td>24</td>
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<td>26</td>
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<td>27</td>
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<tr>
<td>29</td>
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<td>30</td>
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<td>31</td>
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<tr>
<td>32</td>
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<td>33</td>
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<td>34</td>
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<td>35</td>
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<tr>
<td>36</td>
<td>Up to 50 Passwords with 8 Inquiry POCs</td>
<td>$79,856.57</td>
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<td>Up to 75 Passwords with 8 Inquiry POCs</td>
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<td>38</td>
<td>Up to 100 Passwords with 8 Inquiry POCs</td>
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<td>39</td>
<td>Up to 25 Passwords with 10 Inquiry POCs</td>
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<td>Up to 50 Passwords with 10 Inquiry POCs</td>
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<tr>
<td>41</td>
<td>Up to 75 Passwords with 10 Inquiry POCs</td>
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<tr>
<td>43</td>
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<tr>
<td>44</td>
<td>Additional Inquiry Seats</td>
<td>$6,000.00</td>
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</tr>
</tbody>
</table>
VAO Peer Network Module

VAO Peer Network Module – Information Service that allows each user with a VAO term (e.g., “VAO Acquisition”, or “VAO COR Toolkit”) to search colleagues profiles, post questions, respond to questions, participate in discussion groups, earn engagement “badges” - and administrators and policy teams to manage security levels, postings, and privacy.

<table>
<thead>
<tr>
<th>VAO PEER NETWORK MODULE SUBSCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part #</td>
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<td>46</td>
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<td>47</td>
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<td>48</td>
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<td>49</td>
</tr>
</tbody>
</table>

Pathfinder Module

Pathfinder Module – Information Service that allows each user with a VAO Term Subscription (e.g., “VAO Acquisition”, or “VAO COR Toolkit”) to determine the alternative and best next steps to acquire products and services in a way compliant with the FAR.

<table>
<thead>
<tr>
<th>PATHFINDER MODULE SUBSCRIPTION</th>
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</thead>
<tbody>
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<tr>
<td>52</td>
</tr>
<tr>
<td>53</td>
</tr>
<tr>
<td>54</td>
</tr>
</tbody>
</table>

Leadership Hub Module

Leadership Hub Module – Information Service that allows each user with a VAO term (e.g., “VAO Acquisition”, or “VAO COR Toolkit”) to use configurable daily news feed, acquisition lifecycle tools, policy library, soft skills training, trending statistics, executive profile, and “rising stars” profiles.

<table>
<thead>
<tr>
<th>VAO LEADERSHIP HUB MODULE SUBSCRIPTION</th>
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<td>Part #</td>
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</table>
### SIN 54151S IT PROFESSIONAL SERVICES
LABOR CATEGORIES AND RATES

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GSA Hourly Rate w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Program Manager</td>
<td>$300.23</td>
</tr>
<tr>
<td>2 Project Manager</td>
<td>$234.97</td>
</tr>
<tr>
<td>3 Senior Consultant</td>
<td>$217.27</td>
</tr>
<tr>
<td>4 Consultant</td>
<td>$179.60</td>
</tr>
<tr>
<td>5 Senior System Developer</td>
<td>$158.26</td>
</tr>
<tr>
<td>6 System Developer</td>
<td>$150.13</td>
</tr>
<tr>
<td>7 Integrator/Implementor</td>
<td>$116.94</td>
</tr>
<tr>
<td>8 Program Support Specialist</td>
<td>$66.06</td>
</tr>
</tbody>
</table>
Unison Labor Category Descriptions

Applying expert acquisition knowledge and experience, along with methodologies inherent with innovation and business process redesign, Acquisition Solutions is bringing knowledge management and supporting information technology tools and products to significantly streamline and improve the results of the Federal acquisition process. Acquisition Solutions identifies best practices, translates them into reliable information technology tools and products, and implements these enabling tools and techniques that significantly improve the performance, cost-efficiency, quality, and customer satisfaction of the acquisition process.

As experts in the application of IT to Federal acquisition processes, we understand and can leverage the opportunities for automation that are possible within the existing acquisition framework. Our information technology solutions streamline and eliminate non-value-added activities and provide software tools and enabling technology that is responsive to business needs, yet compliant with the complex Federal acquisition regulatory environment. In developing and designing new acquisition support tools, we provide the full range of services, including benchmarking and business case analysis to identify, document, and justify cost savings or investment cost, as well as conducting the business process reengineering so essential to improvement and achievement of the tangible benefits associated with prospective process redesigns. We then design and develop the information technology tools using proven design and development methodologies, applying rigorous program management oversight to ensure the end product is delivered on time and within budget and that it meets all performance parameters. Finally, applying change and change management techniques with the workforce, we ensure that the enabling information technology products produce the planned benefits in reality.

### Labor Category Descriptions

1. **Program Manager**

   **Functional Responsibility:** Responsible for overall management of the contract; development/review and enforcement of policies and procedures; determination of staffing levels; assurance that contract is performed in compliance with all Government regulations and policies; establishment, measurement, and maintenance of contract goals, performance objectives and work standards; determination of the techniques, methodologies, and standards to be employed in conduct of company business.

   **Minimum Experience:** Twenty (20) years of related experience.

   **Minimum Education:** Bachelors degree

2. **Project Manager**

   **Functional Responsibility:** Serves as leader for a delivery order and assists the Program Manager in interfacing with the client Program Manager, Contracting Officer, Contracting Officer’s Representative, and customer agency representatives. Applies project management skills and specialized functional and technical expertise to guide project teams in delivering information-system-based acquisition and business solutions. Performs day-to-day management of project activities, and organizes, directs, and coordinates the planning and production of project deliverables. Demonstrates strong written and oral communication skills. Develops and coordinates project team schedules and is accountable for timeliness and quality of technical solutions and other deliverables. May perform the functions of the Program Manager during brief absences.

   **Minimum Experience:** Fifteen (15) years of related experience.

   **Minimum Education:** Bachelors degree
3. **Senior Consultant**

**Category Description:** Often a corporate officer, leader, or director with many years of experience and a recognized expert in a technical discipline (e.g., computer security, network engineering, etc.) and functional domain (e.g., finance, personnel, acquisition etc.). Often has an advanced degree and is a recognized leader in the field. Produces and/or reviews substantive, complex technical documentation. Documents include, but are not limited to, business case analysis, systems design, systems architecture, feasibility studies, systems and functional specifications. Develops systems test methodology, plans, and procedures. Monitors and guides implementation of the systems test program.

**Minimum Experience:** This position requires ten (15) years of related experience.

**Minimum Education:** Bachelors degree.

4. **Consultant**

**Category Description:** An expert in both a technical discipline (e.g., computer security, network engineering, etc.) and functional domain (e.g., finance, personnel, acquisition etc.). Performs systems engineering and/or requirements development and validation of assigned information technology based systems. Plans the effort, develops/approves development/implementation plans and schedules. Performs systems design activities (e.g., requirements definition/engineering/allocation, architecture design/evaluation/trade-off analyses, interface design). Provides inputs to systems test methodology, plans, and procedures. Monitors and guides implementation of the systems test program. Responsible for systems design, product functionality, and compliance with requirements for assigned efforts.

**Minimum Experience:** This position requires seven (7) years of related experience.

**Minimum Education:** Bachelors degree.

5. **Senior System Developer**

**Category Description:** Develops software system architectures. Plans assigned effort; develops, designs, and schedules assigned work in accordance with overall system architecture design, schedule, and guidelines. Assigns work to subordinate development team members. Employs detailed knowledge of the software development process, tools and techniques, operating systems, and current technologies in providing technical assistance to design and development teams. Monitors progress and productivity through use of metrics. Integrates developed and COTS software components/products into the final product. Responsible for the quality and compliance of assigned deliverables with requirements. Develops systems test methodology, plans, and procedures. Monitors and guides implementation of the system test program. Responsible for maintaining competency in current software development processes, design technologies, methodologies, architectures and tools. Responsible for mentoring less senior software architecture personnel.

**Minimum Experience:** Six (6) years of related experience.

**Minimum Education:** Bachelors degree.
6. System Developer

**Category Description:** Develops information technology products with minimal direction. Implements advanced solutions based on requirements specifications. Plans assigned effort. Performs design, development, testing, integration, and documentation tasks as a part of a development team. Responsible for the quality and compliance of deliverables with requirements. Responsible for maintaining competence in applicable development technologies and tools to address task requirements.

**Minimum Experience:** Seven (7) years of related experience.

**Minimum Education:** Bachelors degree.

7. Integrator/Implemeneter

**Category Description:** Performs systems integration of assigned elements of the assigned computer-based systems. Performs systems design activities (e.g., requirements definition/engineering/allocation, architecture design/evaluation/trade-off analyses, interface design). Installs and configures information technology software and systems. Provides inputs to systems test methodology, plans, and procedures.

**Minimum Experience:** This position requires four (4) year of related experience.

**Minimum Education:** Bachelors degree.

8. Program Support Specialist

**Category Description:** Assists Program/Project manager in performing administrative functions for the team. Schedules meetings. Produces documents. Coordinates printing requirements. Keeps project records as needed by more senior personnel.

**Minimum Experience:** This position requires two (2) years of related experience.

**Minimum Education:** High school degree

Footnotes:

1. Experience exceeding the minimum shown in each labor category description may be substituted for education. Likewise, education exceeding the minimums shown in each labor category may be substituted for Experience.

2. Program Support Specialists are non-professional and are offered only as incidental to and used solely to support IT services and products and cannot be purchased separately.