**GENERAL SERVICES ADMINISTRATION**

**Federal Supply Service**

**Authorized Federal Supply Schedule Price List**

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.

**Schedule Title: Multiple Award Schedule**

Federal Supply Group: Professional Services

**Contract Number: GS-00F-072CA, through Mod PS-0029; effective 10 March 2021**

**Contract Period: 3/19/20 – 3/18/25**

Contracts Point of Contact:

Laura Childers

laura.childers@ecstech.com

571-232-1412

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov

ECS Federal, LLC (ECS)

2750 Prosperity Avenue, Suite 600

Fairfax, VA 22031-4312

p: (703) 270-1540

<https://ecstech.com/>

Large Business

Table of contents

Customer information 3

Final Engineering Pricing 6

Engineering Labor Category Descriptions 13

SIN 54151S 37

SIN 518210C 54

AWS ACCESS Policy 56

Microsoft Customer Agreement 60

Microsoft Customer Agreement US Government Community Cloud 69

COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS 89

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE 90

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” 92

**CUSTOMER INFORMATION**

**1a. Authorized Special Item Numbers:**

SIN DESCRIPTION

541219 --- Budget and Financial Management Services

541330ENG --- Engineering Services

541715 --- Engineering Research and Development and Strategic Planning

541420 --- Engineering System Design and Integration Services

541611 --- Management and Financial Consulting, Acquisition, and Grant Management Support and Business Program and Project Management Services

541620 --- Environmental Consulting Services

54151S --- Information Technology Professional Services

518210C --- Cloud and Cloud-Related IT Professional Services

OLM – Order-Level Materials (OLMs)

**1b. 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 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:**

See Price List

**1c. If the Contractor is proposing hourly rates, a description of all corresponding**

**commercial 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 Price List

**2. Maximum order:**

SIN Maximum Order

541219 $1,000,000

541330ENG $1,000,000

541715 $1,000,000

541420 $1,000,000

541611 $1,000,000

541620 $1,000,000

54151S $1,000,000

518210C $1,000,000

OLM $250,000

**3. Minimum order:**

SIN Minimum Order

541219 $100

541330ENG $100

541715 $100

541420 $100

541611 $100

541620 $100

54151S $100

518210C $100

OLM $100

**4. Geographic coverage (delivery area):** Domestic

**5. Point(s) of production:** United States

**6. Discount from list prices or statement of net price:** Government net prices **(**Discounts already deducted)

**7. Quantity discounts:** None Offered

**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:** None

**10a. Time of delivery:** On a Task Order Basis

**10b. Expedited Delivery:** Contact Contractor

**10c. Overnight and 2-day delivery:** Contact Contractor

**10d. Urgent Requirements:** Contact Contractor

**11. F.O.B. point:** Destination

**12a. Ordering address:**

Attn: Order Processing/GSA

ECS Federal, LLC

2750 Prosperity Avenue, Suite 600

Fairfax, VA 22031-4312

p: (703) 270-1540

**12b. Ordering procedures:** For supplies and services, the ordering procedures,

on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**13. Payment address:**

Attn: Accounts Receivable

ECS Federal, LLC

2750 Prosperity Avenue, Suite 600

Fairfax, VA 22031-4312

p: (703) 270-1540

**14. Warranty provision:** Contractor’s Standard Commercial Warranty

**15. Export packing charges, if applicable:** Not Applicable

**16. Terms and conditions of rental, maintenance, and repair:** Not Applicable

**17. Terms and conditions of installation:** Not Applicable

**18. Terms and conditions of repair parts indicating date of parts price lists and any**

**discounts from list prices (if applicable):** Not Applicable

**18b. Terms and conditions for any other services:** Not Applicable

**19. List of service and distribution points:** Not Applicable

**20. List of participating dealers:** Not Applicable

**21. Preventive maintenance:** Not Applicable

**22a. Special attributes such as environmental attributes (e.g., recycled content,**

**energy efficiency, and/or reduced pollutants):** Not Applicable

**22b. If applicable, Section 508 compliance information is available on**

**Electronic and Information Technology (EIT) supplies and services:**

N/A

**23. Data Universal Number System (DUNS) number:** 806026852

**24. Contractor Registration is in the System for Award Management (SAM) database.**

**Final Pricing:**

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

| **Item** | **SIN** | **Awarded Labor Category** | **Min Edu** | **Min Exp** | **Site** | **Year 6 3/19/20-318/21** | **Year 7****3/19/21-318/22** | **Year 8****3/19/22-318/23** | **Year 9****3/19/23-318/24** | **Year 10****3/19/24-318/25** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 541620 | Executive Program Director | Bachelors | 12 | Both | $158.47  | $162.43  | $166.49  | $170.66  | $174.92  |
| 2 | 541620 | Program Director | Bachelors | 10 | Both | $115.38  | $118.27  | $121.22  | $124.25  | $127.36  |
| 3 | 541620 | Project Manager II | Bachelors | 8 | Both | $107.96  | $110.66  | $113.43  | $116.26  | $119.17  |
| 4 | 541620 | Chief Engineer/Scientist | Bachelors | 15 | Both | $179.50  | $183.99  | $188.59  | $193.30  | $198.13  |
| 5 | 541620 | Principal Engineer/Scientist | Bachelors | 10 | Both | $135.56  | $138.95  | $142.43  | $145.99  | $149.64  |
| 6 | 541620 | Senior Engineer/Scientist | Bachelors | 8 | Both | $118.35  | $121.31  | $124.34  | $127.45  | $130.63  |
| 7 | 541620 | Engineer/Scientist III | Bachelors | 5 | Both | $92.13  | $94.43  | $96.79  | $99.21  | $101.69  |
| 8 | 541620 | Engineer/Scientist II | Bachelors | 2 | Both | $74.78  | $76.65  | $78.57  | $80.53  | $82.54  |
| 9 | 541620 | Engineer/Scientist I | Bachelors | 0 | Both | $52.58  | $53.89  | $55.24  | $56.62  | $58.04  |
| 10 | 541620 | Principal Analyst | Bachelors | 10 | Both | $117.91  | $120.86  | $123.88  | $126.97  | $130.15  |
| 11 | 541620 | Senior Analyst | Bachelors | 8 | Both | $100.47  | $102.98  | $105.56  | $108.20  | $110.90  |
| 12 | 541620 | Analyst III | Bachelors | 5 | Both | $91.11  | $93.39  | $95.72  | $98.12  | $100.57  |
| 13 | 541620 | Analyst II | Bachelors | 2 | Both | $70.62  | $72.38  | $74.19  | $76.05  | $77.95  |
| 14 | 541620 | Analyst I | Bachelors | 0 | Both | $53.18  | $54.51  | $55.87  | $57.27  | $58.70  |
| 15 | 541620 | Senior Database Analyst | Bachelors | 8 | Both | $107.43  | $110.11  | $112.87  | $115.69  | $118.58  |
| 16 | 541620 | Database Analyst III | Bachelors | 4 | Both | $84.24  | $86.35  | $88.51  | $90.72  | $92.99  |
| 17 | 541620 | Database Analyst II | Bachelors | 2 | Both | $73.24  | $75.07  | $76.94  | $78.87  | $80.84  |
| 18 | 541620 | Database Analyst I | Bachelors | 0 | Both | $53.26  | $54.59  | $55.96  | $57.35  | $58.79  |
| \*19 | 541620 | Program Support Specialist II | High School | 4 | Both | $46.02  | $47.17  | $48.35  | $49.56  | $50.80  |
| \*20 | 541620 | Program Support Specialist I | High School | 0 | Both | $31.72  | $32.52  | $33.33  | $34.16  | $35.02  |
| 21 | 541611 | Program Manager | Bachelors | 12 | Contractor | $241.74  | $247.79  | $253.98  | $260.33  | $266.84  |
| 22 | 541611 | Project Manager | Bachelors | 12 | Contractor | $174.99  | $179.36  | $183.85  | $188.44  | $193.15  |
| 23 | 541611 | Subject Matter Expert | Bachelors | 10 | Contractor | $255.58  | $261.97  | $268.52  | $275.23  | $282.11  |
| 24 | 541611 | Mgt/Tech Analyst V | Bachelors | 10 | Contractor | $163.28  | $167.36  | $171.54  | $175.83  | $180.23  |
| 25 | 541611 | Mgt/Tech Analyst IV | Bachelors | 8 | Contractor | $134.91  | $138.28  | $141.74  | $145.28  | $148.91  |
| 26 | 541611 | Mgt/Tech Analyst III | Bachelors | 5 | Contractor | $116.31  | $119.22  | $122.20  | $125.25  | $128.38  |
| 27 | 541611 | Mgt/Tech Analyst II | Bachelors | 2 | Contractor | $100.83  | $103.35  | $105.94  | $108.58  | $111.30  |
| 28 | 541611 | Mgt/Tech Analyst 1 | Bachelors | 0 | Contractor | $72.88  | $74.70  | $76.57  | $78.49  | $80.45  |
| 29 | 541611 | Sr. Cost/Financial Analyst | Bachelors | 10 | Contractor | $145.64  | $149.28  | $153.01  | $156.83  | $160.76  |
| 30 | 541611 | Cost/Financial Analyst II | Bachelors | 5 | Contractor | $113.71  | $116.55  | $119.46  | $122.45  | $125.51  |
| 31 | 541611 | Cost/Financial Analyst I | Bachelors | 3 | Contractor | $79.00  | $80.97  | $83.00  | $85.07  | $87.20  |
| 32 | 541611 | Jr. Financial/Mgt Analyst | Bachelors | 0 | Contractor | $56.59  | $58.01  | $59.46  | $60.95  | $62.47  |
| 33 | 541611 | Program Manager | Bachelors | 12 | Customer | $215.84  | $221.24  | $226.77  | $232.44  | $238.25  |
| 34 | 541611 | Project Manager | Bachelors | 12 | Customer | $156.23  | $160.13  | $164.13  | $168.24  | $172.44  |
| 35 | 541611 | Subject Matter Expert | Bachelors | 10 | Customer | $228.20  | $233.90  | $239.75  | $245.74  | $251.89  |
| 36 | 541611 | Mgt/Tech Analyst V | Bachelors | 10 | Customer | $137.80  | $141.25  | $144.78  | $148.40  | $152.11  |
| 37 | 541611 | Mgt/Tech Analyst IV | Bachelors | 8 | Customer | $116.76  | $119.68  | $122.68  | $125.74  | $128.89  |
| 38 | 541611 | Mgt/Tech Analyst III | Bachelors | 5 | Customer | $106.38  | $109.04  | $111.76  | $114.56  | $117.42  |
| 39 | 541611 | Mgt/Tech Analyst II | Bachelors | 2 | Customer | $90.03  | $92.28  | $94.59  | $96.95  | $99.37  |
| 40 | 541611 | Mgt/Tech Analyst 1 | Bachelors | 0 | Customer | $65.06  | $66.69  | $68.35  | $70.06  | $71.81  |
| 41 | 541611 | Sr. Cost/Financial Analyst | Bachelors | 10 | Customer | $130.02  | $133.27  | $136.60  | $140.02  | $143.52  |
| 42 | 541611 | Cost/Financial Analyst II | Bachelors | 5 | Customer | $101.53  | $104.06  | $106.67  | $109.33  | $112.07  |
| 43 | 541611 | Cost/Financial Analyst I | Bachelors | 3 | Customer | $70.53  | $72.29  | $74.10  | $75.95  | $77.85  |
| 44 | 541611 | Jr. Financial/Mgt Analyst | Bachelors | 0 | Customer | $50.53  | $51.79  | $53.09  | $54.41  | $55.77  |
| 45 | 541330ENG 541715 541420 | Executive Program Director | Bachelors | 12 | Contractor | $184.61  | $189.23  | $193.96  | $198.81  | $203.78  |
| 46 | 541330ENG 541715 541420 | Program Director | Bachelors | 10 | Contractor | $135.77  | $139.16  | $142.64  | $146.21  | $149.86  |
| 47 | 541330ENG 541715 541420 | Project Manager II | Bachelors | 8 | Contractor | $125.77  | $128.91  | $132.13  | $135.44  | $138.82  |
| 48 | 541330ENG 541715 541420 | Chief Engineer | Bachelors | 15 | Contractor | $209.12  | $214.35  | $219.70  | $225.20  | $230.83  |
| 49 | 541330ENG 541715 541420 | Principal Systems Engineer | Bachelors | 10 | Contractor | $160.52  | $164.54  | $168.65  | $172.87  | $177.19  |
| 50 | 541330ENG 541715 541420 | Senior Systems Engineer | Bachelors | 8 | Contractor | $139.10  | $142.57  | $146.14  | $149.79  | $153.54  |
| 51 | 541330ENG 541715 541420 | Systems Engineer III | Bachelors | 6 | Contractor | $107.34  | $110.02  | $112.77  | $115.59  | $118.48  |
| 52 | 541330ENG 541715 541420 | Systems Engineer II | Bachelors | 4 | Contractor | $87.34  | $89.53  | $91.77  | $94.06  | $96.41  |
| 53 | 541330ENG 541715 541420 | Systems Engineer I | Bachelors | 2 | Contractor | $61.25  | $62.79  | $64.36  | $65.96  | $67.61  |
| 54 | 541330ENG 541715 541420 | Principal Systems Analyst | Bachelors | 10 | Contractor | $139.10  | $142.57  | $146.14  | $149.79  | $153.54  |
| 55 | 541330ENG 541715 541420 | Senior Systems Analyst | Bachelors | 8 | Contractor | $117.04  | $119.97  | $122.97  | $126.04  | $129.19  |
| 56 | 541330ENG 541715 541420 | Systems Analyst III | Bachelors | 5 | Contractor | $106.56  | $109.22  | $111.95  | $114.75  | $117.62  |
| 57 | 541330ENG 541715 541420 | Systems Analyst II | Bachelors | 2 | Contractor | $84.67  | $86.79  | $88.96  | $91.19  | $93.46  |
| 58 | 541330ENG 541715 541420 | Systems Analyst I | Bachelors | 0 | Contractor | $61.96  | $63.50  | $65.09  | $66.72  | $68.39  |
| 59 | 541330ENG 541715 541420 | Principal Logistician | Associates | 10 | Contractor | $137.29  | $140.72  | $144.24  | $147.84  | $151.54  |
| 60 | 541330ENG 541715 541420 | Senior Logistician | Associates | 8 | Contractor | $125.28  | $128.41  | $131.62  | $134.91  | $138.29  |
| 61 | 541330ENG 541715 541420 | Logistics Analyst III | Associates | 5 | Contractor | $107.71  | $110.40  | $113.16  | $115.99  | $118.89  |
| 62 | 541330ENG 541715 541420 | Logistics Analyst II | Associates | 2 | Contractor | $81.60  | $83.64  | $85.73  | $87.87  | $90.07  |
| 63 | 541330ENG 541715 541420 | Logistics Analyst I | Associates | 0 | Contractor | $54.85  | $56.22  | $57.63  | $59.07  | $60.54  |
| \*64 | 541330ENG 541715 541420 | Program Support Specialist II | High School | 4 | Contractor | $56.41  | $57.82  | $59.27  | $60.75  | $62.27  |
| \*65 | 541330ENG 541715 541420 | Program Support Specialist I | High School | 0 | Contractor | $36.94  | $37.86  | $38.81  | $39.78  | $40.78  |
| 66 | 541330ENG 541715 541420 | Executive Program Director | Bachelors | 12 | Customer | $135.78  | $139.17  | $142.65  | $146.22  | $149.88  |
| 67 | 541330ENG 541715 541420 | Program Director | Bachelors | 10 | Customer | $99.88  | $102.38  | $104.94  | $107.56  | $110.25  |
| 68 | 541330ENG 541715 541420 | Project Manager II | Bachelors | 8 | Customer | $92.50  | $94.82  | $97.19  | $99.62  | $102.11  |
| 69 | 541330ENG 541715 541420 | Chief Engineer | Bachelors | 15 | Customer | $153.81  | $157.66  | $161.60  | $165.64  | $169.78  |
| 70 | 541330ENG 541715 541420 | Principal Systems Engineer | Bachelors | 10 | Customer | $118.06  | $121.01  | $124.04  | $127.14  | $130.32  |
| 71 | 541330ENG 541715 541420 | Senior Systems Engineer | Bachelors | 8 | Customer | $102.32  | $104.88  | $107.50  | $110.19  | $112.95  |
| 72 | 541330ENG 541715 541420 | Systems Engineer III | Bachelors | 6 | Customer | $78.95  | $80.92  | $82.95  | $85.02  | $87.15  |
| 73 | 541330ENG 541715 541420 | Systems Engineer II | Bachelors | 4 | Customer | $64.23  | $65.84  | $67.48  | $69.17  | $70.90  |
| 74 | 541330ENG 541715 541420 | Systems Engineer I | Bachelors | 2 | Customer | $45.05  | $46.18  | $47.33  | $48.52  | $49.73  |
| 75 | 541330ENG 541715 541420 | Principal Systems Analyst | Bachelors | 10 | Customer | $102.32  | $104.88  | $107.50  | $110.19  | $112.95  |
| 76 | 541330ENG 541715 541420 | Senior Systems Analyst | Bachelors | 8 | Customer | $86.10  | $88.25  | $90.46  | $92.72  | $95.04  |
| 77 | 541330ENG 541715 541420 | Systems Analyst III | Bachelors | 5 | Customer | $78.36  | $80.32  | $82.33  | $84.39  | $86.50  |
| 78 | 541330ENG 541715 541420 | Systems Analyst II | Bachelors | 2 | Customer | $62.30  | $63.85  | $65.45  | $67.09  | $68.76  |
| 79 | 541330ENG 541715 541420 | Systems Analyst I | Bachelors | 0 | Customer | $45.55  | $46.69  | $47.86  | $49.05  | $50.28  |
| 80 | 541330ENG 541715 541420 | Principal Logistician | Associates | 10 | Customer | $104.02  | $106.62  | $109.29  | $112.02  | $114.82  |
| 81 | 541330ENG 541715 541420 | Senior Logistician | Associates | 8 | Customer | $94.94  | $97.31  | $99.74  | $102.24  | $104.79  |
| 82 | 541330ENG 541715 541420 | Logistics Analyst III | Associates | 5 | Customer | $81.62  | $83.66  | $85.75  | $87.90  | $90.09  |
| 83 | 541330ENG 541715 541420 | Logistics Analyst II | Associates | 2 | Customer | $61.80  | $63.34  | $64.93  | $66.55  | $68.21  |
| 84 | 541330ENG 541715 541420 | Logistics Analyst I | Associates | 0 | Customer | $41.56  | $42.60  | $43.66  | $44.75  | $45.87  |
| \*85 | 541330ENG 541715 541420 | Program Support Specialist II | High School | 4 | Customer | $41.49  | $42.53  | $43.59  | $44.68  | $45.80  |
| \*86 | 541330ENG 541715 541420 | Program Support Specialist I | High School | 0 | Customer | $27.20  | $27.88  | $28.58  | $29.29  | $30.02  |
| 87 | 541219541611 | Program Manager III | Bachelors | 18 | Contractor | $270.55  | $277.31  | $284.24  | $291.35  | $298.63  |
| 88 | 541219541611 | Program Manager II | Bachelors | 15 | Contractor | $254.60  | $260.97  | $267.49  | $274.18  | $281.03  |
| 89 | 541219541611 | Program Manager I | Bachelors | 12 | Contractor | $244.42  | $250.53  | $256.79  | $263.21  | $269.79  |
| 90 | 541219541611 | Project Manager III | Bachelors | 16 | Contractor | $186.97  | $191.65  | $196.44  | $201.35  | $206.38  |
| 91 | 541219541611 | Project Manager II | Bachelors | 14 | Contractor | $178.85  | $183.32  | $187.91  | $192.60  | $197.42  |
| 92 | 541219541611 | Project Manager I | Bachelors | 12 | Contractor | $176.93  | $181.35  | $185.88  | $190.53  | $195.29  |
| 93 | 541219541611 | Subject Matter Expert Lvl III | Masters | 15 | Contractor | $259.88  | $266.38  | $273.04  | $279.87  | $286.86  |
| 94 | 541219541611 | Subject Matter Expert Lvl II | Masters | 12 | Contractor | $224.88  | $230.50  | $236.26  | $242.17  | $248.22  |
| 95 | 541219541611 | Subject Matter Expert Lvl I | Masters | 8 | Contractor | $208.81  | $214.03  | $219.38  | $224.86  | $230.48  |
| 96 | 541219541611 | Senior Accounting Analyst | Bachelors | 10 | Contractor | $154.52  | $158.39  | $162.35  | $166.40  | $170.56  |
| 97 | 541219541611 | Senior Financial/Cost Analyst | Bachelors | 10 | Contractor | $156.08  | $159.98  | $163.98  | $168.08  | $172.28  |
| 98 | 541219541611 | Senior Systems Analyst | Bachelors | 10 | Contractor | $162.40  | $166.46  | $170.62  | $174.88  | $179.26  |
| 99 | 541219541611 | Senior Bus. Process Analyst | Bachelors | 10 | Contractor | $177.88  | $182.32  | $186.88  | $191.55  | $196.34  |
| 100 | 541219541611 | Accounting Analyst III | Bachelors | 8 | Contractor | $130.74  | $134.01  | $137.36  | $140.79  | $144.31  |
| 101 | 541219541611 | Financial/Cost Analyst III | Bachelors | 8 | Contractor | $134.66  | $138.03  | $141.48  | $145.02  | $148.64  |
| 102 | 541219541611 | Systems Analyst III | Bachelors | 8 | Contractor | $134.60  | $137.97  | $141.42  | $144.95  | $148.57  |
| 103 | 541219541611 | Business Process Analyst III | Bachelors | 8 | Contractor | $136.40  | $139.81  | $143.31  | $146.89  | $150.56  |
| 104 | 541219541611 | Accounting Analyst II | Bachelors | 5 | Contractor | $109.93  | $112.68  | $115.49  | $118.38  | $121.34  |
| 105 | 541219541611 | Financial/Cost Analyst II | Bachelors | 5 | Contractor | $114.96  | $117.84  | $120.78  | $123.80  | $126.90  |
| 106 | 541219541611 | Systems Analyst II | Bachelors | 5 | Contractor | $115.57  | $118.46  | $121.42  | $124.45  | $127.57  |
| 107 | 541219541611 | Business Process Analyst II | Bachelors | 5 | Contractor | $117.59  | $120.53  | $123.55  | $126.63  | $129.80  |
| 108 | 541219541611 | Accounting Analyst I | Bachelors | 2 | Contractor | $95.42  | $97.81  | $100.26  | $102.76  | $105.33  |
| 109 | 541219541611 | Financial/Cost Analyst I | Bachelors | 2 | Contractor | $95.91  | $98.30  | $100.76  | $103.28  | $105.86  |
| 110 | 541219541611 | Systems Analyst I | Bachelors | 2 | Contractor | $100.78  | $103.30  | $105.88  | $108.53  | $111.24  |
| 111 | 541219541611 | Business Process Analyst I | Bachelors | 2 | Contractor | $104.01  | $106.62  | $109.28  | $112.01  | $114.81  |
| 112 | 541219541611 | Junior Analyst | Bachelors | 0 | Contractor | $73.68  | $75.52  | $77.41  | $79.34  | $81.32  |
| \*113 | 541219541611 | Information Specialist | High School | 13 | Contractor | $95.63  | $98.02  | $100.48  | $102.99  | $105.56  |
| \*114 | 541219541611 | Administrative Specialist | High School | 2 | Contractor | $61.64  | $63.18  | $64.76  | $66.38  | $68.04  |
| 115 | 541219541611 | Program Manager III | Bachelors | 18 | Customer | $241.57  | $247.61  | $253.80  | $260.14  | $266.64  |
| 116 | 541219541611 | Program Manager II | Bachelors | 15 | Customer | $227.32  | $233.01  | $238.83  | $244.80  | $250.92  |
| 117 | 541219541611 | Program Manager I | Bachelors | 12 | Customer | $218.23  | $223.68  | $229.27  | $235.00  | $240.88  |
| 118 | 541219541611 | Project Manager III | Bachelors | 16 | Customer | $166.94  | $171.11  | $175.39  | $179.78  | $184.27  |
| 119 | 541219541611 | Project Manager II | Bachelors | 14 | Customer | $159.68  | $163.67  | $167.77  | $171.96  | $176.26  |
| 120 | 541219541611 | Project Manager I | Bachelors | 12 | Customer | $157.95  | $161.90  | $165.95  | $170.10  | $174.35  |
| 121 | 541219541611 | Subject Matter Expert Lvl III | Masters | 15 | Customer | $232.04  | $237.84  | $243.78  | $249.88  | $256.13  |
| 122 | 541219541611 | Subject Matter Expert Lvl II | Masters | 12 | Customer | $199.82  | $204.82  | $209.94  | $215.19  | $220.57  |
| 123 | 541219541611 | Subject Matter Expert Lvl I | Masters | 8 | Customer | $186.44  | $191.10  | $195.88  | $200.78  | $205.80  |
| 124 | 541219541611 | Senior Accounting Analyst | Bachelors | 10 | Customer | $137.97  | $141.42  | $144.96  | $148.58  | $152.29  |
| 125 | 541219541611 | Senior Financial/Cost Analyst | Bachelors | 10 | Customer | $137.97  | $141.42  | $144.96  | $148.58  | $152.29  |
| 126 | 541219541611 | Senior Systems Analyst | Bachelors | 10 | Customer | $145.01  | $148.63  | $152.35  | $156.16  | $160.06  |
| 127 | 541219541611 | Senior Bus. Process Analyst | Bachelors | 10 | Customer | $158.82  | $162.79  | $166.86  | $171.03  | $175.31  |
| 128 | 541219541611 | Accounting Analyst III | Bachelors | 8 | Customer | $116.74  | $119.66  | $122.65  | $125.72  | $128.86  |
| 129 | 541219541611 | Financial/Cost Analyst III | Bachelors | 8 | Customer | $120.22  | $123.23  | $126.31  | $129.47  | $132.70  |
| 130 | 541219541611 | Systems Analyst III | Bachelors | 8 | Customer | $119.79  | $122.78  | $125.85  | $129.00  | $132.23  |
| 131 | 541219541611 | Business Process Analyst III | Bachelors | 8 | Customer | $121.80  | $124.85  | $127.97  | $131.17  | $134.45  |
| 132 | 541219541611 | Accounting Analyst II | Bachelors | 5 | Customer | $98.14  | $100.59  | $103.11  | $105.69  | $108.33  |
| 133 | 541219541611 | Financial/Cost Analyst II | Bachelors | 5 | Customer | $102.64  | $105.21  | $107.84  | $110.54  | $113.30  |
| 134 | 541219541611 | Systems Analyst II | Bachelors | 5 | Customer | $103.18  | $105.76  | $108.40  | $111.11  | $113.89  |
| 135 | 541219541611 | Business Process Analyst II | Bachelors | 5 | Customer | $107.69  | $110.39  | $113.15  | $115.97  | $118.87  |
| 136 | 541219541611 | Accounting Analyst I | Bachelors | 2 | Customer | $85.20  | $87.33  | $89.52  | $91.76  | $94.05  |
| 137 | 541219541611 | Financial/Cost Analyst I | Bachelors | 2 | Customer | $85.64  | $87.78  | $89.97  | $92.22  | $94.53  |
| 138 | 541219541611 | Systems Analyst I | Bachelors | 2 | Customer | $89.97  | $92.22  | $94.52  | $96.89  | $99.31  |
| 139 | 541219541611 | Business Process Analyst I | Bachelors | 2 | Customer | $92.87  | $95.19  | $97.57  | $100.01  | $102.51  |
| 140 | 541219541611 | Junior Analyst | Bachelors | 0 | Customer | $65.78  | $67.42  | $69.11  | $70.83  | $72.60  |
| \*141 | 541219541611 | Information Specialist | High School | 13 | Customer | $85.38  | $87.51  | $89.70  | $91.94  | $94.24  |
| \*142 | 541219541611 | Administrative Specialist | High School | 2 | Customer | $54.75  | $56.12  | $57.53  | $58.96  | $60.44  |

Service Contract Labor Standards (SCLS) Matrix

|  |  |  |
| --- | --- | --- |
| **SCLS Eligible Labor Category** | **SCLS Equivalent Code Title** | **Wage Determination No** |
| Administrative Specialist | 01112 - General Clerk II | 2015-4282 |
| Information Specialist | 01020 - Administrative Assistant | 2015-4282 |
| Program Support Specialist I | 01111 - General Clerk I | 2015-4282 |
| Program Support Specialist II | 01113 - General Clerk III | 2015-4282 |

The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (\*) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide).

**LABOR CATEGORY DESCRIPTIONS:**

**SINS 541620**

The following labor category descriptions identify the minimum qualifications for this contract. Three (3) years of direct experience may be substituted for an educational degree from an accredited technical school. Registration as a professional scientist or professional engineer in a particular society is considered the equivalent of a Master's degree. Security clearances may be required for certain positions as dictated by classification of the effort.

**Executive Program Director**

Minimum Experience: Twelve (12) years of progressively more responsible experience directing and managing professional services programs. This experience should include one or more technology areas including, strategic planning, concept development and requirements analysis, systems design, engineering and integration, test and evaluation and integrated logistics support, as well as acquisition and life cycle management in the engineering, environmental or scientific fields.

Functional Responsibility: Duties may include technical leadership, planning, and implementation for the procurement and management of professional engineering/environmental services. Develops and enforces work standards, provides quality assurance, assigns contractor schedules, and communicates goals, objectives, and policies. Directs financial management and project administration, including budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Experience in all phases of project development from inception to contract closeout is required.

Minimum Education: Bachelor's degree from an accredited university/college in engineering, science or business-related discipline.

**Program Director**

Minimum Experience: Ten (10) years of progressively more responsible experience directing and managing professional services programs. This experience should include one or more technology areas including, strategic planning, concept development and requirements analysis, systems design, engineering and integration, test and evaluation and integrated logistics support, as well as acquisition and life cycle management in the engineering, environmental or scientific fields.

Functional Responsibility: Duties may include technical leadership, planning, and implementation for the procurement and management of professional engineering/environmental services. Develops and enforces work standards, provides quality assurance, assigns contractor schedules, and communicates goals, objectives, and policies. Provides financial management and project administration, including budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Experience in most phases of project development from inception to contract closeout is required.

Minimum Education: Bachelor's degree from an accredited university/college in engineering, science or business-related discipline.

**Project Manager II**

Minimum Experience: Eight (8) years of progressively more responsible experience directing and managing professional services projects.

Functional Responsibility: Duties may include technical leadership, planning, and implementation for the procurement and management of professional engineering/environmental services. Assists in developing and enforcing work standards, provides quality assurance, assigns contractor schedules, and communicates goals, objectives, and policies. Provides financial management and project administration, including budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Experience in project management is required.

Minimum Education: Bachelor's degree from an accredited university/college in engineering, science or business-related discipline.

**Chief Engineer/Scientist**

Minimum Experience: Fifteen (15) years experience applying an organization-wide set of disciplines for strategic planning, requirements analysis, systems design, engineering, test and evaluation, systems integration, conceptual designs and program implementation for in scientific/environmental/engineering projects.

Functional Responsibility: Provides expertise to research and/or development work on complex projects necessitating the origination and application of new and unique approaches. Serves as subject matter expert in respective scientific field or engineering discipline. Reviews program documentation to ensure compliance with standards or requirements and adherence to program milestones. Oversees other Scientists/Engineers.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering management, engineering, or a related technical discipline.

**Principal Engineer/Scientist**

Minimum Experience: Ten (10) years experience in scientific/environmental/engineering disciplines.

Functional Responsibility: Directs research and/or development work on complex projects necessitating the origination and application of new and unique approaches. Serves as expert in respective technical field. Performs as technical lead on complex or critical environmental/engineering systems. Develops and reviews program documentation to ensure compliance with standards or requirements and adherence to program milestones. Oversees other Scientists/Engineers.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, engineering management or a related technical discipline.

**Senior Engineer/Scientist**

Minimum Experience: Eight (8) years experience in scientific/environmental/engineering disciplines.

Functional Responsibility: Plans and implements analysis and solutions for complex projects. Serves as consultant in respective technical field. Demonstrates mastery of standard principles, theories, and techniques to solve problems and implement solutions. Develops and reviews program documentation to ensure compliance with standards or requirements and adherence to program milestones. Oversees other Scientists/Engineers.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, engineering management or a related technical discipline.

**Engineer/Scientist III**

Minimum Experience: Five (5) years experience in scientific/environmental/engineering disciplines.

Functional Responsibility: Provides expertise in scientific/environmental/engineering areas. Performs complex scientific/environmental/engineering tasks and analysis. Demonstrates mastery of standard principles, theories, and techniques to solve problems and implement solutions. Plans and assigns personnel for given projects or tasks.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, or a related technical discipline.

**Engineer/Scientist II**

Minimum Experience: Two (2) years experience in scientific/environmental/engineering disciplines.

Functional Responsibility: Provides expertise in one or more scientific/environmental/engineering areas. Performs moderately complex scientific/environmental/engineering tasks and analysis. Demonstrates knowledge of standard principles, theories, and techniques to solve specific problems. Develops and implements criteria for recording procedures and results in a manner that allows verified outcomes.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, or a related technical discipline.

**Engineer/Scientist I**

Minimum Experience: Entry Level – Zero (0) years experience in scientific/environmental/ engineering disciplines.

Functional Responsibility: Performs scientific/environmental/engineering tasks and analysis. Verifies experimental results, evaluates complex data, and reports results internally.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, or a related technical discipline.

**Principal Analyst**

Minimum Experience: Ten (10) years experience in scientific/environmental disciplines.

Functional Responsibility: Applies current disciplines and methodologies to the planning, analysis, evaluation, design, development, implementation, and/or support of environmental/analytical projects. Responsible for establishing and enforcing technical approaches and standards in the environmental/analytical process, and the application of automated support tools. Translates user requirements into functional requirements and solutions. Ensures quality throughout the project life cycle. Establishes technical and administrative policies for analytical personnel, including standards for review of work products for accuracy, adherence to design concepts and applicable standards. Reviews program documentation to assure compliance with standards or requirements and adherence to program milestones. Oversees other analysts.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, or a related technical discipline.

**Senior Analyst**

Minimum Experience: Eight (8) years experience in scientific/environmental disciplines.

Functional Responsibility: Applies current disciplines and methodologies to the planning, analysis, evaluation, design, development, implementation, and/or support of environmental/analytical projects. Responsible for establishing and enforcing technical approaches and standards in the environmental/analytical process, and the application of automated support tools. Translates user requirements into functional requirements and solutions. Ensures quality throughout the project life cycle. Establishes technical and administrative policies for analytical personnel, including standards for review of work products for accuracy, adherence to design concepts and applicable standards. Reviews program documentation to assure compliance with standards or requirements and adherence to program milestones. Oversees other analysts.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, or a related technical discipline. .

**Analyst III**

Minimum Experience: Five (5) years experience in scientific/environmental disciplines.

Functional Responsibility: Under direction of supervisors, translates user requirements into functional requirements and solutions. Performs analysis and scientific support functions. Maintains quality throughout the project life cycle. Performs and guides development tasks, including review of work products for accuracy, adherence to design concepts and to applicable standards. Reviews program documentation to assure compliance with standards or requirements and adherence to program milestones. Coordinates problem resolution and user satisfaction. Ability to develop and implement training programs. Prepares training plans, curriculum, and materials. Ability to instruct users at all levels.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, or a related technical discipline.

**Analyst II**

Minimum Experience: Two (2) years experience in scientific/environmental disciplines.

Functional Responsibility: Translates functional requirements into technical solutions. Performs analysis and scientific support functions. Maintains quality throughout the project life cycle. Conducts problem resolution and ensures user satisfaction. Assists with preparing training plans, Curriculum and materials. Ability to instruct users at entry levels.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, or a related technical discipline.

**Analyst I**

Minimum Experience: Entry Level (0) years experience in scientific/environmental disciplines.

Functional Responsibility: Translates functional requirements into technical solutions. Performs analysis and engineering support functions. Maintains quality throughout the project life cycle. Conducts problem resolution and ensures user satisfaction.

Minimum Education: Bachelor's degree from an accredited university/college in science, environmental management, engineering, or a related technical discipline.

**Senior Database Analyst**

Minimum Experience: Eight (8) years of progressively more responsible experience performing database analysis and managing environmental applications.

Functional Responsibility: Responsible for developing specific computer programs and databases for scientific / engineering projects. Also, responsible for the operations and hardware related to these projects. Assists in requirements gathering, documentation, development, testing and deployment of infrastructure enhancements required to support environmental programs. Oversee and implement the most current principles and practices of managing environmental database systems. Develops schemas, file organization, indexing methods, and performs data planning and development. Populates databases, performs data extraction and data manipulation to support database utilization. Assess, modify and maintain databases in conjunction with specific user requirements. Develop and implement training programs. Prepares training plans, curriculum, and materials. Instructs and trains users at all levels.

Minimum Education: A bachelor's degree from an accredited university/college.

**Database Analyst III**

Minimum Experience: Four (4) years of progressively more responsible experience in database systems development and maintenance.

Functional Responsibility: Responsible for developing specific computer programs and databases for scientific / engineering projects. Also, responsible for the operations and hardware related to these projects. Assists in requirements gathering, documentation, development, testing and deployment of infrastructure enhancements required to support environmental programs. Oversee and implement the most current principles and practices of managing environmental database systems. Develops schemas, file organization, indexing methods, and performs data planning and development. Populates databases, performs data extraction and data manipulation to support database utilization. Assess, modify and maintain databases in conjunction with specific user requirements. Develop and implement training programs. Helps prepare training plans, curriculum, and materials. Instructs and trains users at all levels.

Minimum Education: A bachelor's degree from an accredited university/college.

**Database Analyst II**

Minimum Experience: Two (2) years of progressively more responsible experience in database systems maintenance.

Functional Responsibility: Assists with developing specific computer programs and databases for scientific / engineering projects. Also, helps maintain the operation and hardware related to these projects. Assists in requirements gathering, documentation, development, testing and deployment of infrastructure enhancements required to support environmental programs. Assists in the development of schemas, file organization, indexing methods, and data planning and development. Populates databases, performs data extraction and data manipulation to support database utilization. Help develop and implement training programs. Helps prepare training plans, curriculum, and materials. Instructs and trains users at the operational level.

Minimum Education: A bachelor's degree from an accredited university/college.

**Database Analyst I**

Minimum Experience: Entry Level Zero (0) years experience in the maintenance of database systems

Functional Responsibility: Assists in requirements gathering, documentation, development, testing and deployment of infrastructure enhancements required to support environmental programs. Assists in the development of schemas, file organization, indexing methods, and data planning and development. Populates databases, performs data extraction and data manipulation to support database utilization.

Minimum Education: A bachelor's degree from an accredited university/college.

**Program Support Specialist II (SCLS)**

Minimum Experience: Four (4) years experience in project and administrative support functions.

Functional Responsibility: Provides administrative and/or technical support of environmental projects with minimal supervision.

Minimum Education: High school diploma

**Program Support Specialist I (SCLS)**

Minimum Experience: Entry Level Zero (0) years experience in project and administrative support functions.

Functional Responsibility: Provides administrative and/or technical support of environmental projects.

Minimum Education: High school diploma.

**SINS 541611**

The following labor category descriptions identify the minimum qualifications for this contract. Three (3) years of direct experience may be substituted for an educational degree from an accredited technical school. Registration as a professional scientist or professional engineer in a particular society is considered the equivalent of a Master's degree. Security clearances may be required for certain positions as dictated by classification of the effort.

**Program Manager**

Functional Responsibility: Provides broad program oversight to include directing, planning, organizing, and managing programs/projects to ensure that all contractual obligations are completed in a timely and efficient manner. Must be able to manage multiple concurrent tasks. Interfaces will Government personnel (contracts and technical points of contact) to ensure that all contractual and technical obligations are met. Provides high level of analytical skill as necessary to solve technical, administrative, and management problems.

Minimum Education: Requires Bachelor Degree (Masters preferred); 12 years experience.

**Project Manager**

Functional Responsibility: Provides project oversight and responsibility for the success of the effort. Must have specific programmatic and/or technical experience in specific areas covered in the contractual effort. Solves technical, administrative, and management problems and is responsible for interfacing with the customer’s technical point of contact to ensure that the task is completed on time and within budget.

Minimum Education: Requires Bachelor Degree in related discipline (Masters preferred); 12 years experience. Four years of additional experience may be substituted for all degree requirements. Masters degree will substitute for two years of experience.

**Management/Technical Analyst (Levels I, II, III, IV, V)**

Functional Responsibility: Requires specific technical and/or programmatic experience in one or more of the following areas: strategic and business planning, performance measurement, process improvement, process re-engineering, program audits and evaluations, facilitation, problem solving, meeting coordination, survey/data collection and analysis, A-76/outsourcing studies, program/project management, earned value analysis, scheduling, cost analysis, risk analysis.

Minimum Education:

Level V: Bachelor Degree in business, engineering, science or related field; 10 years experience

Level IV: Bachelor Degree in business, engineering, science or related field; 8 years experience

Level III: Bachelor Degree in business, engineering, science or related field; 5 years experience

Level II: Bachelor Degree in business, engineering, science or related field; 2 years experience

Level I: Bachelor Degree in business, engineering, science or related field; 0 years experience

Four years of additional experience may be substituted for all degree requirements. Masters degree will substitute for two years of experience.

**Cost/Financial Analyst**

Minimum Experience: Requires cost/financial management experience as well as management experience in planning, problem solving, and data collection and analysis. Must be able to develop cost estimates according to prescribed work breakdown structures, develop cost estimating relationships, identify cost drivers, and develop cost charts in prescribed formats.

Minimum Education:

Sr. Cost/Financial Analyst: Bachelor Degree in business, engineering, science or related field; 10 years experience

Cost/Financial Analyst II: Bachelor Degree in business, engineering, science or related field; 5 years experience

Cost/Financial Analyst I: Bachelor Degree in business, engineering, science or related field; 3 years experience

Jr. Financial/Mgt Analyst: Bachelor Degree in business, engineering, science or related field; 0 years experience

Four years of additional experience may be substituted for all degree requirements. Masters degree will substitute for two years of experience.

**Subject Matter Expert**

Minimum Experience: Highly specialized experience with extensive knowledge in the given field.

Minimum Education: Required Bachelor Degree (Masters desirable) and 10 years of experience.

**SINS 541330ENG, 541715 & 541420**

**LABOR CATEGORY DESCRIPTIONS:** The following labor category descriptions identify the minimum qualifications for this contract. Three (3) years of direct experience may be substituted for an educational degree from an accredited technical school. Registration as a professional engineer or professional scientist in a particular society is considered the equivalent of a Master’s degree. Security clearances may be required for certain positions as dictated by classification of the effort.

**Executive Program Director**

Minimum Experience:Twelve (12) years of progressively more responsible experience directing and managing professional services programs. This experience should include one or more technology areas including strategic planning, concept development and requirements analysis, systems design, engineering and integration, test and evaluation and integrated logistics support, as well as acquisition and life cycle management in the civil, mechanical, marine or electrical engineering fields.

Functional Responsibility: Duties may include technical leadership, planning, and implementation for the procurement and management of professional engineering services. Develops and enforces work standards, provides quality assurance, assigns contractor schedules, and communicates goals, objectives, and policies. Directs financial management and administrative activities, such as budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Experience in all phases of project development from inception to contract closeout is required.

Minimum Education:A bachelor's degree from an accredited university/college in engineering, engineering management or a business-related discipline.

**Program Director**

Minimum Experience:Ten (10) years of progressively more responsible experience directing and managing professional services programs. This experience should include one or more technology areas including, strategic planning, concept development and requirements analysis, systems design, engineering and integration, test and evaluation and integrated logistics support, as well as acquisition and life cycle management in the civil, mechanical, marine or electrical engineering fields.

Functional Responsibility: Duties may include technical leadership, planning, and implementation for the procurement and management of professional engineering services. Develops and enforces work standards, provides quality assurance, assigns contractor schedules, and communicates goals, objectives, and policies. Provides financial management and project administration, including budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Experience in most phases of project development from inception to contract closeout is required.

Minimum Education: A bachelor's degree from an accredited university/college in engineering, engineering management or a business-related discipline.

**Project Manager II**

Minimum Experience:Eight (8) years of progressively more responsible experience directing and managing professional services projects.

Functional Responsibility: Duties may include technical leadership, planning, and implementation for the procurement and management of professional engineering services. Assists in developing and enforcing work standards, provides quality assurance, assigns contractor schedules, and communicates goals, objectives, and policies. Provides financial management and project administration, including budgeting, financial reporting, and manpower and resource planning. Supervises and directs staff on a daily basis. Experience in project management is required.

Minimum Education: A bachelor's degree from an accredited university/college in engineering, engineering management or a business-related discipline.

**Chief Engineer**

Minimum Experience:Fifteen (15) years experience applying an organization-wide set of disciplines for strategic planning, requirements analysis, systems design, engineering, test and evaluation, systems integration, conceptual designs and program implementation, construction, and general engineering for civil, mechanical, marine and electrical engineering projects.

Functional Responsibility: Provides expertise in multiple engineering disciplines. Performs as engineering and technical subject matter expert on complex or critical engineering systems. Directs system strategic planning technical development and implementation.

Minimum Education: A bachelor’s degree from an accredited university/college in engineering, engineering management or a related technical discipline.

**Principal Systems Engineer**

Minimum Experience:Ten (10) years experience in engineering and engineering support for strategic planning, requirements analysis, systems design, engineering, test and evaluation systems integration, conceptual designs and program implementation, construction, and general engineering for civil, mechanical, marine and electrical engineering projects.

Functional Responsibility: Provides expertise in one or more engineering disciplines. Performs as technical lead on complex or critical engineering systems. Oversees system development and implementation.

Minimum Education:A bachelor's degree from an accredited university/college in engineering, engineering management or a related technical discipline.

**Senior Systems Engineer**

Minimum Experience:Eight (8) years experience in an engineering discipline for strategic planning, requirements analysis, systems design, engineering, test and evaluation, systems integration, conceptual designs and program implementation, construction, and general engineering for civil, mechanical, marine or electrical engineering projects.

Functional Responsibility: Provides expertise in one or more engineering disciplines. Performs complex engineering tasks on civil mechanical or electrical systems and equipment.

Minimum Education:A bachelor's degree from an accredited university/college in engineering, engineering management or a related technical discipline.

**Systems Engineer III**

Minimum Experience:Six (6) years experience in an engineering discipline for strategic planning, requirements analysis, systems design, engineering, test and evaluation systems integration, conceptual designs and program implementation, construction, and general engineering for civil, mechanical, marine or electrical engineering projects.

Functional Responsibility: Provides expertise in one or more engineering disciplines. Performs complex engineering tasks and analysis.

Minimum Education:A bachelor's degree from an accredited university/college in engineering, engineering management or a related technical discipline.

**Systems Engineer II**

Minimum Experience:Four (4) years experience in an engineering discipline for planning, requirements analysis, systems design, engineering, test and evaluation, systems integration, conceptual designs and program implementation, construction, and general engineering for civil, mechanical, marine or electrical engineering projects.

Functional Responsibility: Provides expertise in one or more engineering disciplines. Performs moderately complex engineering tasks and analysis.

Minimum Education:A bachelor's degree from an accredited university/college in engineering, engineering management or a related technical discipline.

**Systems Engineer I**

Minimum Experience:Two (2) years experience in the planning, analysis, design, construction, implementation, or documentation of systems.

Functional Responsibility: Provides expertise in one or more engineering disciplines. Performs engineering tasks and analysis.

Minimum Education:A bachelor's degree from an accredited university/college in engineering, engineering management or a related technical discipline.

**Principal Systems Analyst**

Minimum Experience:Ten (10) years of progressively more responsible experience in systems analysis.

Functional Responsibility: Translates user requirements into functional requirements and solutions.Performs system, equipment and software analysis as well as engineering support functions. Ensures quality throughout the project life cycle. Establishes technical and administrative policies for analytical personnel, including standards for review of work products for accuracy, adherence to design concepts and applicable standards. Reviews program documentation to assure compliance with standards or requirements and adherence to program milestones. Oversees systems analysts.

Minimum Education:A bachelor's degree from an accredited university/college in operations management, engineering, logistics or a related technical discipline.

**Senior Systems Analyst**

Minimum Experience:Eight (8) years of progressively more responsible experience in systems analysis.

Functional Responsibility: Translates user requirements into functional requirements and solutions.Performs system, equipment and software analysis as well as engineering support functions. Ensures quality throughout the project life cycle. Establishes technical and administrative policies for analytical personnel, including standards for review of work products for accuracy, adherence to design concepts and applicable standards. Reviews program documentation to assure compliance with standards or requirements and adherence to program milestones. Oversees systems analysts.

Minimum Education:A bachelor's degree from an accredited university/college in operations management, engineering, logistics or a related technical discipline.

**Systems Analyst III**

Minimum Experience:Five (5) years of progressively more responsible experience in systems analysis.

Functional Responsibility: Under direction of supervisors, translates user requirements into functional requirements and solutions. Performs analysis and engineering support functions. Maintains quality throughout the project life cycle. Performs and guides development tasks, including review of work products for accuracy, adherence to design concepts and to applicable standards. Reviews program documentation to assure compliance with standards or requirements and adherence to program milestones. Coordinates problem resolution and user satisfaction.

Minimum Education:A bachelor's degree from an accredited university/college in operations management, engineering, logistics or a related technical discipline.

**Systems Analyst II**

Minimum Experience:Two (2) years of experience in systems analysis and engineering.

Functional Responsibility: Translates functional requirements into technical solutions.Performs analysis and engineering support functions. Maintains quality throughout the project life cycle. Conducts problem resolution and ensures user satisfaction.

Minimum Education:A bachelor's degree from an accredited university/college in operations management, engineering, logistics or a related technical discipline.

**Systems Analyst I**

Minimum Experience:Zero (0) years experience in systems analysis and engineering.

Functional Responsibility*:* Translates functional requirements into technical solutions.Performs analysis and engineering support functions. Maintains quality throughout the project life cycle. Conducts problem resolution and ensures user satisfaction.

Minimum Education:A bachelor's degree from an accredited university/college in operations management, engineering, logistics or a related technical discipline.

**Principal Logistician**

Minimum Experience:Ten (10) years of progressively more responsible experience in systems functional analysis, logistical support analysis and engineering support.

Functional Responsibility: Translates user requirements and design data into hardware, software, and performance criteria and life cycle support methodologies.Performs system, equipment and software functional and performance analyses, and defines engineering support functions. Ensures quality throughout the project life cycle. Establishes systems and equipment logistic support requirements, including standards for acceptance, functional adequacy, adherence to the design criteria and to applicable maintenance standards. Conducts reviews of program documentation to assure compliance with standards and requirements and adherence to program goals. Oversees logisticians and logistics analysts.

Minimum Education:An associate’s degree from an accredited university/college.

**Senior Logistician**

Minimum Experience:Eight (8) years of progressively more responsible experience in systems functional analysis, logistical support analysis and engineering support.

Functional Responsibility: Translates user requirements and design data into hardware, software, and performance criteria and life cycle support methodologies.Performs system, equipment and software functional and performance analyses, and defines engineering support functions. Ensures quality throughout the project life cycle. Establishes systems and equipment logistic support requirements, including standards for acceptance, functional adequacy, adherence to the design criteria and to applicable maintenance standards. Conducts reviews of program documentation to assure compliance with standards and requirements and adherence to program goals.

Minimum Education:An associate’s degree from an accredited university/college.

**Logistics Analyst III**

Minimum Experience:Five (5)years of progressively more responsible experience in systems analysis, logistic support analysis and engineering support.

Functional Responsibility: Under direction of supervisors, translates system logistic requirements into hardware and software requirements and solutions. Performs logistical support analysis. Maintains product and performance quality throughout the project life cycle. Performs and guides logistics tasks, and reviews work products for accuracy and adherence to applicable standards and requirements.

Minimum Education:An associate’s degree from an accredited university/college.

**Logistics Analyst II**

Minimum Experience:Two (2) years of experience in logistics requirements analysis and engineering.

Functional Responsibility: Under direction of supervisors, translates system logistic requirements into hardware and software solutions. Performs logistical support analysis. Maintains product and performance quality throughout the project life cycle. Performs logistics tasks, and reviews work products for accuracy and adherence to applicable standards and requirements.

Minimum Education:An associate’s degree from an accredited university/college.

**Logistics Analyst I**

Minimum Experience:Zero (0) years of experience in logistics requirements analysis and engineering.

Functional Responsibility: Under direction of supervisors, translates system logistic requirements into hardware and software solutions. Performs logistical support analysis. Maintains product and performance quality throughout the project life cycle.

Minimum Education:An associate’s degree from an accredited university/college.

**Program Support Specialist II**

Minimum Experience:Four (4) years experience in project and administrative support functions.

Functional Responsibility:Provides administrative support and/or technical support of engineering projects with minimal supervision.

Minimum Education:A high school diploma.

**Program Support Specialist I**

Minimum Experience:Zero (0) years experience in project and administrative support functions.

Functional Responsibility: Provides administrative support and/or technical support of engineering projects.

Minimum Education:A high school diploma.

**SINS 541219 & 541611**

The following labor category descriptions identify the minimum qualifications for this contract. Three (3) years of direct experience may be substituted for an educational degree from an accredited technical school. Registration as a professional scientist or professional engineer in a particular society is considered the equivalent of a Master's degree. Security clearances may be required for certain positions as dictated by classification of the effort.

**Program Manager III**

Functional Responsibility: Provides broad program oversight to include directing, planning, organizing, and managing programs/projects to ensure that all contractual obligations are completed in a timely and efficient manner. Must be able to manage multiple concurrent tasks. Interfaces with Federal personnel (contracts and technical points of contact) to ensure that all contractual and technical obligations are met. Provides high level of analytical skill as necessary to solve technical, administrative, and managerial problems.

Minimum Education:Requires Bachelor’s Degree (Master’s preferred); 18 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may be in lieu of two years of service.

**Program Manager II**

Functional Responsibility: Provides broad program oversight to include directing, planning, organizing, and managing programs/projects to ensure that all contractual obligations are completed in a timely and efficient manner. Must be able to manage multiple concurrent tasks. Interfaces with Federal personnel (contracts and technical points on contact) to ensure that all contractual and technical obligations are met. Provides high level of analytical skill as necessary to solve technical, administrative, and managerial problems.

Minimum Education:Requires Bachelor’s Degree (Master’s preferred); 15 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may be in lieu of two years of service.

**Program Manager I**

Functional Responsibility: Provides broad program oversight to include directing, planning, organizing, and managing programs/projects to ensure that all contractual obligations are completed in a timely and efficient manner. Must be able to manage multiple concurrent tasks. Interfaces with Federal personnel (contracts and technical points on contact) to ensure that all contractual and technical obligations are met. Provides high level of analytical skill as necessary to solve technical, administrative, and managerial problems.

Minimum Education:Requires Bachelor’s Degree (Master’s preferred); 12 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may be in lieu of two years of service.

**Project Manager III**

Functional Responsibility: Provides project oversight and responsibility for the success of the effort. Must have specific programmatic and/or technical experience in the specific areas covered in the contractual effort. Solves technical, administrative, and managerial problems and is responsible for interfacing with the customer’s technical point of contact to ensure that the task is completed on time and within budget.

Minimum Education:Requires Bachelor’s Degree in related discipline (Master’s preferred); 16 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may be in lieu of two years of service.

**Project Manager II**

Functional Responsibility: Provides project oversight and responsibility for the success of the effort. Must have specific programmatic and/or technical experience in the specific areas covered in the contractual effort. Solves technical, administrative, and managerial problems and is responsible for interfacing with the customer’s technical point of contact to ensure that the task is completed on time and within budget.

Minimum Education:Requires Bachelor’s Degree in related discipline (Master’s preferred); 14 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may be in lieu of two years of service.

**Project Manager I**

Functional Responsibility: Provides project oversight and responsibility for the success of the effort. Must have specific programmatic and/or technical experience in the specific areas covered in the contractual effort. Solves technical, administrative, and managerial problems and is responsible for interfacing with the customer’s technical point of contact to ensure that the task is completed on time and within budget.

Minimum Education:Requires Bachelor’s Degree in related discipline (Master’s preferred); 12 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may be in lieu of two years of service.

**Subject Matter Expert Level III**

Functional Responsibility: Provides technical and managerial oversight in defining problems, analyzing alternative courses of action, and implementing resolutions for complex and extremely complex financial issues. Makes high-level recommendations and advises on organization-wide improvements to integrated financial management systems and/or related strategies/approaches. Highly specialized experience with extensive knowledge in the field of financial management, budgeting, cost estimating, accounting, business process improvement, accounting systems, or information technology.

Minimum Education:Requires Bachelor’s Degree in business, engineering, science or related field, plus Master’s Degree or specialized field certification in CDFM, CGFM, CPA, CISA, SCEA, or equivalent; 15 years experience

Four years of additional experience may be substituted for all degree requirements. Master’s degree may serve in lieu of two years of experience.

**Subject Matter Expert Level II**

Functional Responsibility: Defines problems, analyzes alternative courses of action, and drafts plans to implement resolutions for moderately complex and complex financial issues. Manages development of evaluations and recommendations for improvements to integrated financial management systems and/or related strategies/approaches. Highly specialized experience with extensive knowledge in the field of financial management, cost estimating, budgeting, accounting, business process improvement, accounting systems, or information technology.

Minimum Education:Bachelor’s Degree in business, engineering, science or related field; Master’s Degree or specialized field certification in CDFM, CGFM, CPA, CISA, SCEA, or equivalent preferred; 12 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may serve in lieu of two years of experience.

**Subject Matter Expert Level I**

Functional Responsibility: Defines problems, analyzes alternative courses of action, and drafts plans to implement resolutions for simple to moderately complex financial issues. Assists in development of evaluations and recommendations for improvements to integrated financial management systems and/or related strategies/approaches. Highly specialized experience with extensive knowledge in the field of financial management, cost estimating, accounting, budgeting, business process improvement, accounting systems, or information technology.

Minimum Education:Bachelor’s Degree in business, engineering, science or related field; Master’s Degree or specialized field certification in CDFM, CGFM, CPA, CISA, SCEA, or equivalent preferred; 8 years experience.

Four years of additional experience may be substituted for all degree requirements. Master’s degree may serve in lieu of two years of experience.

**Accounting Analyst**

Functional Responsibility: Provides accounting, financial reporting and auditing support to ensure accurate and efficient use of Federal funds. Performs process improvement analysis to assist in devising solutions to operational weaknesses. Understands and strives to improve the interrelationship between accounting requirements, processes, and automated systems. Specialized experience in Federal Government accounting or auditing and demonstrated working knowledge of various appropriation types. Must be familiar with Federal financial and accounting policies and standards.

Minimum Education:

Senior Accounting Analyst: Bachelor’s Degree in business, engineering, science or related field; 10 years experience

Accounting Analyst III: Bachelor’s Degree in business, engineering, science or related field; 8 years experience

Accounting Analyst II: Bachelor’s Degree in business, engineering, science or related field; 5 years experience

Accounting Analyst I: Bachelor’s Degree in business, engineering, science or related field; 2 years experience

Two years of additional experience or a CPA may be substituted in lieu of degree requirements. Master’s degree may be substituted in lieu of two years experience.

**Financial/Cost Analyst**

Minimum Experience:**Financial/Cost Analyst** – Requires financial or cost analysis experience as well as management experience in planning, problem solving, and data collection and analysis. Must be able to develop cost estimates or financial plans/budgets/forecasts according to prescribed work breakdown structures, develop cost estimating relationships, identify cost drivers, and develop cost charts in prescribed formats. Must be familiar with Federal financial, budgeting, planning, or cost estimating policies and standards.

Minimum Education:

Senior Financial/Cost Analyst: Bachelor’s Degree in business, engineering, science or related field; 10 years experience

Financial/Cost Analyst III: Bachelor’s Degree in business, engineering, science or related field; 8 years experience

Financial/Cost Analyst II: Bachelor’s Degree in business, engineering, science or related field; 5 years experience

Financial/Cost Analyst I: Bachelor’s Degree in business, engineering, science or related field; 2 years experience

Two years of additional experience may be substituted in lieu of degree requirements. Master’s degree may be substituted in lieu of two years experience.

**Systems Analyst**

Minimum Experience:Requires strong background in planning, analyzing, and implementing financial or other automated systems, to include hardware, software and support equipment. Ensures all planning and development initiatives conform to project specifications and requirements. Responsible for researching user requirements and using them to build effective automated solutions. Must be familiar with current technology trends and have an understanding of federal financial and accounting systems.

Minimum Education:

Senior Systems Analyst: Bachelor’s Degree in business, engineering, science or related field; 10 years experience

Systems Analyst III: Bachelor’s Degree in business, engineering, science or related field; 8 years experience

Systems Analyst II: Bachelor’s Degree in business, engineering, science or related field; 5 years experience

Systems Analyst I: Bachelor’s Degree in business, engineering, science or related field; 2 years experience

Two years of additional experience may be substituted in lieu of degree requirements. Master’s degree may be substituted in lieu of two years experience.

**Business Process Analyst**

Minimum Experience:Requires specific technical and/or programmatic experience in one or more of the following areas: Strategic and business planning, performance measurement, process improvement, process re-engineering, program audits and evaluations, facilitation, problem solving, meeting coordination, survey/data collection and analysis, A-76/outsourcing studies, program/project management, earned value analysis, scheduling, cost analysis, risk analysis. Must be familiar with current trends in business process management and have working knowledge of Federal financial policies, standards, and accounting systems.

Minimum Education:

Senior Business Process Analyst: Bachelor’s Degree in business, engineering, science or related field; 10 years experience

Business Process Analyst III: Bachelor’s Degree in business, engineering, science or related field; 8 years experience

Business Process Analyst II: Bachelor’s Degree in business, engineering, science or related field; 5 years experience

Business Process Analyst I: Bachelor’s Degree in business, engineering, science or related field; 2 years experience

Two years of additional experience may be substituted in lieu of degree requirements. Master’s degree may be substituted in lieu of two years experience.

**Junior Analyst**

Minimum Experience:Requires cost/financial management, accounting, systems, or business process experience as well as management experience in planning, problem solving, and data collection and analysis.

Minimum Education: Bachelor’s Degree in business, engineering, science or related field; 0 years experience; two years of additional experience may be substituted for a degree.

**Information Specialist (SCLS)**

Minimum Experience:Writes and edits technical documentation to comply with Federal standards. Writes, reviews, edits, and revises presentation material and technical documentation to ensure compliance with applicable Federal standards for clarity, style, and correctness. Develops and maintains manuals establishing organizational policy. Provides administrative guidance to assist in task completion. Must possess a strong working knowledge of Federal documentation standards and administrative procedures.

Minimum Education: Requires High School Diploma and 13 years experience (Associate Degree and 10 years experience or Bachelor’s Degree and 7 years experience).

**Administrative Specialist (SCLS)**

Minimum Experience:Provides administrative support as required for task completion to include word processing, spreadsheets, and presentation development, as required. Basic knowledge of Federal documentation standards and procedures.

Minimum Education: Requires High School Diploma (Bachelor’s Preferred) and 2 years experience.

**Information Technology Professional Services**

**SIN54151S**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  **Labor Category** | **Year 63/19/2020-3/18/2021** | **Year7 3/19/2021-3/18/2022** | **Year 8 3/19/2022-3/18/2023** | **Year 9 3/19/2023-3/18/2024** | **Year 10 3/19/2024-3/18/2025** |
| Analyst 1 | *$129.34* | *$132.57* | *$135.89* | *$139.29* | *$142.77* |
| Analyst 2 | *$177.43* | *$181.87* | *$186.41* | *$191.07* | *$195.85* |
| Analyst 3 | *$197.65* | *$202.59* | *$207.66* | *$212.85* | *$218.17* |
| Analyst 4 | *$231.19* | *$236.97* | *$242.89* | *$248.97* | *$255.19* |
| Application Support 1 | *$152.11* | *$155.91* | *$159.81* | *$163.81* | *$167.90* |
| Application Support 2 | *$162.32* | *$166.38* | *$170.54* | *$174.80* | *$179.17* |
| Application Support 3 | *$169.38* | *$173.61* | *$177.95* | *$182.40* | *$186.96* |
| Application Support 4 | *$176.22* | *$180.63* | *$185.14* | *$189.77* | *$194.51* |
| Associate Software Consultant | *$279.47* | *$286.46* | *$293.62* | *$300.96* | *$308.48* |
| Associate Software Consultant 2 | *$406.49* | *$416.65* | *$427.07* | *$437.75* | *$448.69* |
| Customer Support Rep 1 | *$61.30* | *$62.83* | *$64.40* | *$66.01* | *$67.66* |
| Customer Support Rep 2 | *$84.15* | *$86.25* | *$88.41* | *$90.62* | *$92.89* |
| Customer Support Rep 3 | *$101.67* | *$104.21* | *$106.82* | *$109.49* | *$112.22* |
| Customer Support Rep 4 | *$123.82* | *$126.92* | *$130.09* | *$133.34* | *$136.67* |
| Managing Software Consultant | *$604.14* | *$619.24* | *$634.72* | *$650.59* | *$666.86* |
| Managing Software Consultant 2 | *$697.82* | *$715.27* | *$733.15* | *$751.48* | *$770.26* |
| Network Integrator 1 | *$105.27* | *$107.90* | *$110.60* | *$113.36* | *$116.20* |
| Network Integrator 2 | *$130.98* | *$134.25* | *$137.61* | *$141.05* | *$144.58* |
| Network Integrator 3 | *$139.52* | *$143.01* | *$146.58* | *$150.25* | *$154.00* |
| Network Technician 1 | *$154.95* | *$158.82* | *$162.79* | *$166.86* | *$171.04* |
| Network Technician 2 | *$188.46* | *$193.17* | *$198.00* | *$202.95* | *$208.02* |
| Network Technician 3 | *$204.17* | *$209.27* | *$214.51* | *$219.87* | *$225.37* |
| Network Technician 4 | *$233.84* | *$239.69* | *$245.68* | *$251.82* | *$258.12* |
| Principal Software Consultant | *$422.72* | *$433.29* | *$444.12* | *$455.22* | *$466.60* |
| Senior Software Consultant | *$403.46* | *$413.55* | *$423.89* | *$434.48* | *$445.34* |
| Senior Software Consultant 2 | *$603.27* | *$618.35* | *$633.81* | *$649.66* | *$665.90* |
| Software Consultant | *$316.11* | *$324.01* | *$332.11* | *$340.42* | *$348.93* |
| Software Consultant 2 | *$501.56* | *$514.10* | *$526.95* | *$540.13* | *$553.63* |
| Software Integrator 1 | *$176.88* | *$181.30* | *$185.83* | *$190.48* | *$195.24* |
| Software Integrator 2 | *$202.64* | *$207.71* | *$212.90* | *$218.22* | *$223.68* |
| Software Integrator 3 | *$227.36* | *$233.04* | *$238.87* | *$244.84* | *$250.96* |
| Software Integrator 4 | *$245.58* | *$251.72* | *$258.01* | *$264.46* | *$271.07* |
| Software Technician 1 | *$296.25* | *$303.66* | *$311.25* | *$319.03* | *$327.00* |
| Software Technician 2 | *$337.17* | *$345.60* | *$354.24* | *$363.10* | *$372.17* |
| Software Technician 3 | *$411.18* | *$421.46* | *$432.00* | *$442.80* | *$453.87* |
| Software Technician 5 | *$520.73* | *$533.75* | *$547.09* | *$560.77* | *$574.79* |
| Systems Integrator 1 | *$161.94* | *$165.99* | *$170.14* | *$174.39* | *$178.75* |
| Systems Integrator 2 | *$177.93* | *$182.38* | *$186.94* | *$191.61* | *$196.40* |
| Systems Integrator 3 | *$202.43* | *$207.49* | *$212.68* | *$217.99* | *$223.44* |
| Systems Integrator 4 | *$217.76* | *$223.20* | *$228.78* | *$234.50* | *$240.37* |
| Systems Support 1 | *$115.38* | *$118.26* | *$121.22* | *$124.25* | *$127.36* |
| Systems Support 2 | *$129.60* | *$132.84* | *$136.16* | *$139.57* | *$143.05* |
| Systems Support 3 | *$135.04* | *$138.42* | *$141.88* | *$145.42* | *$149.06* |
| Systems Support 4 | *$145.43* | *$149.07* | *$152.79* | *$156.61* | *$160.53* |
| Systems Technician 1 | *$239.66* | *$245.65* | *$251.79* | *$258.09* | *$264.54* |
| Systems Technician 2 | *$262.70* | *$269.27* | *$276.00* | *$282.90* | *$289.97* |
| Technical Writer 1 | *$71.94* | *$73.74* | *$75.58* | *$77.47* | *$79.41* |
| Technical Writer 2 | *$95.21* | *$97.59* | *$100.03* | *$102.53* | *$105.09* |
| Technical Writer 3 | *$110.18* | *$112.93* | *$115.76* | *$118.65* | *$121.62* |

**Professional Services SIN 54151S Labor Categories**

The following labor category descriptions identify the minimum qualifications for this contract. Three (3) years of direct experience may be substituted for an educational degree from an accredited technical school. Registration as a professional scientist or professional engineer in a particular society is considered the equivalent of a Master's degree. Security clearances may be required for certain positions as dictated by classification of the effort.

**Analyst I**

Minimum/General Experience: One to two years demonstrated performance in business/technical IT systems analysis. Under direct supervision, assists in developing and defining IT system requirements using technical research and general knowledge of industry requirements. Generally, assists other systems analysts assigned to the project.

Functional Responsibility: Working with other IT systems analysts on the team, analyzes business and end-user needs, documents requirements and use cases, and maps existing computer system logic and workflow. Generally understands the impact of certain technology applied to the current technical environment.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Analyst II**

Minimum/General Experience: Three to four years demonstrated performance in business/technical IT systems analysis. Under general supervision, develops and defines IT systems requirements using technical research and specific knowledge of industry requirements. Primarily focused on analyzing small to medium sized departmental systems.

Functional Responsibility: Working with other IT systems analysts and clients, analyzes business and system requirements, develops technical requirements and use cases, develops process maps of existing computer system logic and workflow of moderately complex systems. Understands the impact of specific technical solutions applied to the current technical environment, and how it will influence the organization.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Analyst III**

Minimum/General Experience: Five to six years demonstrated performance in business/technical IT systems analysis. Under general direction, plans, develops and defines IT systems requirements using technical research and specialized industry knowledge and experience. Focused on analyzing medium to large sized divisional/regional systems.

Functional Responsibility: Working with senior IT systems analysts and clients, analyzes business and system requirements, re-engineers existing processes, develops process maps of newly created computer system logic and workflow of larger, more complex systems. Understands the impact of complex technical solutions applied to the current business environment, and the impact of transitioning to new systems.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Analyst IV**

Minimum/General Experience: More than six years demonstrated performance in business/technical IT systems analysis. Can lead, plan, and develop IT systems requirements using technical research and industry-specific expertise and knowledge. Primarily focused on analyzing large, enterprise systems.

Functional Responsibility: Working with other team members and clients, devises methods and procedures to solve complex problems, re-engineers existing processes, develops and documents new processes and workflows, and analyzes computer capacity and limitations. Understands the organizational impact of applying complex technical solutions when implementing new computer systems.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Application Support I**

Minimum/General Experience: One to two years demonstrated performance in supporting business software applications. Under direct supervision, maintains and improves customer satisfaction by providing troubleshooting with ability to identify and report on routine application issues. Generally, assists other application support personnel assigned to the project.

Functional Responsibility: Under direct supervision, works with other application support personnel on the team, identifies and reports on issues regarding software defects, change requests, minor enhancements and reports.

Generally understands the design and functional use of the technology employed in the business application. Minimum Education: Bachelor’s degree or equivalent industry experience.

**Application Support II**

Minimum/General Experience: Three to four years demonstrated performance in supporting business software applications. Under general supervision, addresses application issues by identifying and resolving solutions to more difficult problems. Primarily focused on supporting small to medium sized business applications.

Functional Responsibility: Under general supervision, works with other application support personnel and clients, assesses and resolves issues regarding application bugs, enhancements and functional use. Understands the logic, design and functional use of the business application, and how it impacts the mission of the organization.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Application Support III**

Minimum/General Experience: Five to six years demonstrated performance in supporting business software applications. Under general direction, addresses application issues by implementing workarounds and interim solutions to reported problems. Primarily focused on supporting medium to large sized business applications. Functional Responsibility: Works independently with senior application support personnel and clients, makes improvements to existing applications and creates solutions for more complex technical bugs and change requests. Understands the logic, design, and functional use of the application, and how improved or new functionality will impact the effectiveness of the organizational mission.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Application Support IV**

Minimum/General Experience: More than six years demonstrated performance in supporting business software applications. Can lead, plan, and make modifications to existing applications and develop workarounds and fixes to existing business applications. Primarily focused on supporting large, enterprise business applications.

Functional Responsibility: As the team lead, works with other team members and clients, designs and develops solutions to more complex problems for applications supporting the enterprise. Understands the design and interaction of multiple business applications or modules that support an organization, and how changes and enhancements to the business applications will impact the overall mission of the organization’s internal and external customers.

Minimum Education: Bachelor’s degree or equivalent industry experience.

**Associate Software Consultant**

Minimum/General Experience: Three to five years demonstrated performance in related software technology. Experienced in topics such as complex networks, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Under immediate supervision, supports the development, deployment, and sustainment phases of the project. Designs and writes code as required for selected customer systems. Takes assignments from project team members and customers to support technical direction of the project. Directly involved in the hands-on implementation of customer systems. Provides occasional input to technical presentations.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Associate Software Consultant 2**

Minimum/General Experience: More than five years demonstrated performance in related software technology. Experienced in topics such as complex networks, cross-platform integration and large-scale, complex systems and application design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Under direct supervision, supports the analysis, development, and deployment phases of the project. Designs and writes code as required for selected customer eCommerce systems. Works with project team members and customers to support technical direction of the project. Directly involved in the hands-on implementation of customer systems, including legacy migrations. Provides substantive input to technical presentations.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Customer Support Rep I**

Minimum/General Experience: One to two years demonstrated performance in call center/customer support role. Performs problem logging, tracking, and escalation of support calls received by the customer service organization. Functional Responsibility: Working with other Customer Support Reps on the team, uses experience with commonly used practices and procedures to log, track, and resolve support requests. Relies on established policies and guidelines to perform job functions.

Minimum Education: High School diploma

**Customer Support Rep II**

Minimum/General Experience: Two to three years demonstrated performance call center/customer support role. Performs problem resolution, tracking, and reporting of requests to the support organization.

Functional Responsibility: Working with other Customer Support Reps on the team, uses experience and training in established practices and procedures to identify, log, prioritize, and resolve support requests. Relies on established policies and guidelines to perform job functions and can act independently to solve problems.

Minimum Education: High School diploma

**Customer Support Rep III**

Minimum/General Experience: Three to four years demonstrated performance call center/customer support role. Under general direction, plans, develops and defines supports functions using industry knowledge and experience. Functional Responsibility: Working with other Customer Support Reps and technical personnel, uses experience and industry knowledge to resolve more complex support requests. Relies on experience and judgment to creatively and expeditiously resolve support requests.

Minimum Education: High School diploma

**Customer Support Rep IV**

Minimum/General Experience: Four plus years demonstrated performance in a call center/customer support role. Can lead, plan, and develop support policies and objectives using industry-specific expertise and knowledge. May serve as shift or team leader for customer support group.

Functional Responsibility: Working with other team members and other organizations, develops guidelines and objectives for the support organization and customer service goals and objectives. Serves as higher level escalation point for other members of the team. Relies on experience, judgment and leadership abilities to ensure customer service delivery.

Minimum Education: High School diploma

**Managing Software Consultant**

Minimum/General Experience: Five to twelve years demonstrated performance in related software technology and business management. Experienced in topics such as developing and managing projects involving complex networks, cross-platform integration and large-scale, complex systems design and implementation. If less than 10 years of overall experience must have at least 5 years of experience with e-commerce tools and applications such as Java, XML, COM/DCOM, and ASP.

Functional Responsibility: Leads the technical solution development and serves as the lead business contact for customers. Also coordinates and schedules project resources to ensure that analysis, development, and deployment remains on schedule. Provides quality assurance review of processes, personnel and work products. Provides key link to senior staff including feedback of customer issues. Manages technical staff and presents technical solutions and proposals to customer staff.

Minimum Education: Bachelor’s or Master’s degree or industry equivalent experience with relevant certifications.

**Managing Software Consultant 2**

Minimum/General Experience: More than twelve years demonstrated performance in related software technology and program management. Experienced in managing multiple programs and projects involving complex networks, large-scale, complex systems design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Directs and implements overall project engagement as serves as the senior business contact for customers. Also coordinates and schedules program and project resources to ensure that all tasks are on schedule and in compliance with budget and quality assurance objectives. Leads the management aspect of technical strategic planning sessions with clients. Provides key link to customer executive management to address and resolve customer issues and objectives. Makes staffing decisions, provides guidance on overall technical strategy regarding eCommerce and legacy migration, and delivers technical presentations, and proposals to customer staff.

Minimum Education: Bachelor's or Master’s degree or equivalent industry experience with relevant certifications.

**Network Integrator I**

Minimum/General Experience: One to two years demonstrated performance in network integration. Experienced in the documentation, implementation, maintenance, and troubleshooting of smaller systems including communications messaging systems and network applications. Generally, assists other network integration personnel assigned to the project.

Functional Responsibility: Under direct supervision, assists in the configuration and setup of existing network components and applications. Develops specialized hardware and software network components and participates in the selection of existing components and applications. Assists in network testing and optimization. Provides ongoing maintenance and support of hardware and software network components and applications.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Network Integrator II**

Minimum/General Experience: Three to four years demonstrated performance in network integration. Experienced in the deployment, documentation, implementation, and troubleshooting of small to mid-sized, systems including communications messaging systems and network applications. Primarily focused on regional/departmental networks.

Functional Responsibility: Under general supervision, works to integrate existing network components into overall network design. Develops specialized hardware and software network components and participates in the selection of existing components and applications. Participates in intrusion detection and hacker prevention efforts. Conducts performance testing and component optimization. Assists in the development of training material. Presents findings to customers and senior staff assigned to projects. Provides ongoing maintenance and support of hardware and software network components and applications.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Network Integrator III**

Minimum/General Experience: Five to six years demonstrated performance in network integration. Experienced in the development, documentation, implementation, and troubleshooting of large to mid-sized, moderately complex systems including communications messaging systems and network applications. Primarily focused on division/department wide networks.

Functional Responsibility: Works independently to integrate existing network components into overall network design. Develops specialized hardware and software network components and participates in the selection of existing components and applications. Participates in intrusion detection and hacker prevention efforts. Conducts performance testing and component optimization. Assists in the development of training material. Presents findings

to customers and senior staff assigned to projects. Provides ongoing maintenance and support of hardware and software network components and applications.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Network Technician I**

Minimum/General Experience: Three to five years demonstrated performance in related network technology. Experienced in topics such as architecting, designing and developing large-scale, complex networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity. Functional Responsibility: Assists in the implementation of enterprise networks and network components. Supports threat assessment and security design and implementation. Monitors network performance and executes maintenance and operations plans. Supports the evaluation of components as part of the component selection process. Assists in development of custom software or hardware network components. Provides ongoing maintenance and support of hardware and software network components and applications. Provides user and administrator training and conducts network component testing.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

**Network Technician II**

Minimum/General Experience: Five plus years demonstrated performance in related network technology. Experienced in topics such as architecting, designing and developing medium to large enterprise or agency-wide, complex, geographically dispersed networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity.

Functional Responsibility: Assists in the design and implementation of enterprise networks and network components. Assists in threat assessment and security implementation. Assists in network capacity planning and provides input to continuity of operations planning teams. Participates in network monitoring and supports operations planning efforts. Assists in the evaluation of components as part of the component selection process. Assists in development of custom software or hardware network components. Provides ongoing maintenance and support of hardware and software network components and applications. Provides user and administrator training and conducts network component testing.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

**Network Technician III**

Minimum/General Experience: Five to eight years demonstrated performance in related network technology. Experienced in topics such as architecting, designing and developing large enterprise or agency-wide, highly complex, geographically dispersed networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity.

Functional Responsibility: Under general supervision, participates in the architecture, design, and implementation of enterprise networks and network components. Participates in enterprise-level threat assessment and security design and implementation. Performs network capacity planning and provides input to continuity of operations planning teams. Participates in network monitoring and operations planning efforts. Evaluates components and provides recommendations as part of the component selection process. Participates in development of custom software or hardware network components. Provides ongoing maintenance and support of hardware and software network components and applications. Prepares training and rollout plans for networks and network components.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications

**Network Technician IV**

Minimum/General Experience: Eight plus years demonstrated performance in related network technology. Experienced in topics such as architecting, designing and developing large enterprise or agency-wide, highly complex, geographically dispersed networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity. Manages the security and performance of the network backbone. Performs testing and modeling of network throughput and as well as the performance of the applications using the network.

Functional Responsibility: Participates in the architecture, design, and implementation of enterprise networks and network components. Works directly with senior staff and clients to determine specifications of network hardware and software requirements. Participates in enterprise-level threat assessment and security design and implementation. Performs network capacity and continuity of operations planning. Participates in network monitoring and operations planning efforts. Evaluates components and provides recommendations as part of the component selection process. Participates in custom software or hardware development as needed and directed by senior staff and clients. Provides ongoing maintenance and support of hardware and software network components and applications. Prepares training and rollout plans for networks and network components.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

**Principal Software Consultant**

Minimum/General Experience: Five to fifteen years demonstrated performance in related software technology. Experienced in topics such as messaging, application design, complex networks, cross-platform integration and large-scale, complex systems design and implementation. If less than 10 years of overall experience must have at least 5 years of experience with e-commerce tools and applications such as Java, XML, COM/DCOM, and ASP.

Functional Responsibility: Responsible for long-term technical strategy for client engagements. Provides overall guidance and leadership to the Technical Project Lead to ensure that analysis, development, and deployment remains on schedule and in line with current and future software capabilities. Leads the technical aspects of strategic planning sessions with clients. Provides quality assurance review of engagement process and deliverables.

Participates in strategic planning sessions with project and customer staff. Participates in staffing decisions and delivering technical presentations to customer staff.

Minimum Education: Bachelor’s or Master’s degree or industry equivalent experience with relevant certifications.

**Senior Software Consultant**

Minimum/General Experience: Five to eight years demonstrated performance in related software technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Under minimal direction, works closely with the Managing Consultant and acts as the sole or shared Technical Lead on the project. Ensures that project objectives are on schedule.

Participates in design of information systems. Works with customer staff to implement customer technology (e.g. testing, documentation). Manages specific tasks including directing the efforts of project staff and overseeing client satisfaction with technical services and deliverables. Analyzes technical requirements and develops effective technical solutions. Develops overall software architecture for the project. Leads the implementation of enterprise systems including methodology, design approaches, and architectural and engineering considerations. Assists in presenting technical design and architecture to clients.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Senior Software Consultant 2**

Minimum/General Experience: More than eight years demonstrated performance in related software technology. Experienced in topics such large scale messaging, cross-platform integration and highly complex systems and application design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Works independently with internal and customer management team and acts as the Technical Lead on the project. Ensures that project objectives are on schedule and properly resourced. Participates in design of eCommerce solutions. Works with customer staff to implement emerging technology in eCommerce and web-based self-service. Manages specific tasks including directing project staff and reviewing overall progress of technical assignments. Analyzes technical requirements and develops effective technical solutions for highly complex systems. Develops overall software architecture for highly complex projects. Participates in technical strategic planning sessions with clients. Leads the implementation of enterprise systems including legacy migration, methodology, design approaches, and architectural and engineering considerations. Presents technical design and architecture to clients.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Consultant**

Minimum/General Experience: Four to six years demonstrated performance in related software technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Under limited supervision, works closely with the Technical Lead to ensure that development, deployment and sustainment remains on schedule. Meets/interviews customer to validate and document specific requirements in concise format. Designs and writes code as required for selected customer systems. Works with project staff and customers to support technical strategy and control objectives. Assists in conceiving architectural designs. Assists in the life-cycle methodology and architectural decisions for large systems. Helps develop technical briefings to customer staff.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Consultant 2**

Minimum/General Experience: More than six years demonstrated performance in related software technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and application design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Under general direction, works closely with the Technical Lead to ensure that analysis, design, development, and deployment remains on schedule. Meets/interviews customer to capture specific requirements in concise format. Designs eCommerce solutions and writes code as required for selected customer systems. Provides input to technical strategic planning sessions with clients. Works with senior staff and customers to support technical strategy, solution development and control objectives. Conceives architectural designs. Makes in the life-cycle methodology and architectural decisions for large systems and legacy migration. Leads the development of technical briefings to customer staff.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Integrator I**

Minimum/General Experience: One to two years demonstrated performance in software integration. Experienced in topics such as installing existing components, buy vs. build analysis and reporting, and configuration of internal software management tools.

Functional Responsibility: Assists in the configuration and setup of existing software applications or components. Compiles results and assembles reports on buy vs. build analysis of commercially available or internally reusable software components. Assists in the installation of internal project management tools, sets up client-specific projects and develops reports from data collected by the tracking programs.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Integrator II**

Minimum/General Experience: Three to four years demonstrated performance in software integration. Experienced in topics such as component tailoring/recoding, component research and recommendation, and selecting/installing internal software management tools. Primarily focused on solutions solving departmental needs.

Functional Responsibility: Assists in the tailoring and performs configuration of existing software components for specific areas or subsystems of a development effort. Compares commercially available software or existing components and their possible use on a project. Researches and installs internal software development tools and software project management applications for client viewing reporting, and issue tracking.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Integrator III**

Minimum/General Experience: Five to six years demonstrated performance in software integration. Experienced in topics such as component reuse, component tailoring/recoding and comparing COTS products. Focused on integrating divisional/regional systems.

Functional Responsibility: Supports the integration effort of existing software components into system architecture on software development projects by tailoring or recoding components. Researches marketplace for commercially

available software components for buy vs. build decisions. Identifies reusable components for specific functional areas of application. Assists in presenting findings to senior staff assigned to projects.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Integrator IV**

Minimum/General Experience: More than six years demonstrated performance in software integration. Experienced in topics such as component integration into SDLC, gap analysis, and software reutilization. Primarily focused on enterprise systems.

Functional Responsibility: Leads the integration effort of existing software components into overall software development life-cycle projects. Analyzes commercially available software and performs gap analysis for making buy vs. build decisions. Performs technical analysis of existing reusable software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Technician I**

Minimum/General Experience: Three to four years demonstrated performance in related software technology. Experienced in topics such as application design, testing and implementation.

Functional Responsibility: Writes code as required for selected customer systems. Documents testing results, data import routines, and system operation. Supports the logistics involved in the implementation of customer systems, including hardware, network, software, access, and compatibility issues.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Technician II**

Minimum/General Experience: Five to six years demonstrated performance in related software technology. Experienced in topics such as large-scale, complex systems and application design and implementation.

Functional Responsibility: Develops code to support client applications. Develops documentation on selected customer systems and business objectives. Directly involved in the hands-on implementation of customer systems and provides data migration support to clients.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications/

**Software Technician III**

Minimum/General Experience: More than six years demonstrated performance in related software technology. Experienced in topics such as messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Meets with client business and technical personnel to capture specific requirements. Designs and writes code as required for selected customer systems. Supports the implementation of large systems including testing, deployment, security, logistics, and engineering considerations. Develops documentation standards for coding, testing and acceptance of applications.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Software Technician V**

Minimum/General Experience Ten plus years demonstrated performance in related software technology. Experienced in topics such as messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility Leads the design and development of information systems. Meets with clients to capture specific requirements in concise format and designs use cases. Develops programming routines for complex business applications. Provides input to overall software architecture. Implements large systems on a life-cycle basis including methodology, design approaches, and architectural and engineering considerations. Sets standards for testing code and releasing technical deliverables.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications

**Systems Integrator I**

Minimum/General Experience: One to two years demonstrated performance in systems integration. Experienced in the documentation, implementation, maintenance and troubleshooting of smaller systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Generally, assists other systems integrator personnel assigned to the project.

Functional Responsibility: Under direct supervision, works to design and develop departmental solutions integrating COTS, GOTS, and custom hardware and software components. Supports the capture and evaluation of system requirements and the analysis of hardware and software components for inclusion in overall technical solution. Assists in the implementation of system interfaces and custom hardware and software components.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Systems Integrator II**

Minimum/General Experience: Three to four years demonstrated performance in systems integration. Experienced in the deployment, documentation, implementation, and troubleshooting of small to mid-sized systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Primarily focused on regional/departmental systems.

Functional Responsibility: Under general supervision, works to design and develop departmental solutions integrating COTS, GOTS, and custom hardware and software components. Participates in the capture and evaluation of system requirements and analyzes hardware and software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects. Participates in the design and implementation of system interfaces and custom hardware and software components.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Systems Integrator III**

Minimum/General Experience: Five to six years demonstrated performance in systems integration. Experienced in the development, documentation, implementation, and troubleshooting of large to mid-sized, moderately complex systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Primarily focused on division/department wide systems.

Functional Responsibility: Works independently to architect, design, and develop departmental solutions integrating COTS, GOTS, and custom hardware and software components. Captures and evaluates system requirements and analyzes hardware and software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects. Designs and implements system interfaces and custom hardware and software components. Participates in solution performance testing and optimization.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Systems Integrator IV**

Minimum/General Experience: More than six years demonstrated performance in systems integration. Experienced in leading the design, development, deployment, implementation, and troubleshooting of large, highly complex systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Primarily focused on enterprise wide systems.

Functional Responsibility: Leads architecture, design, and implementation of departmental solutions integrating COTS, GOTS, and custom hardware and software components. Evaluates system requirements and leads the technical analysis of hardware and software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects. Leads the design and implementation of system interfaces and custom hardware software components. Leads solution performance testing and optimization.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Systems Support I**

Minimum/General Experience: One to two years demonstrated performance in supporting business systems. Under direct supervision, maintains and improves customer satisfaction by providing troubleshooting with ability to identify and report on routine issues. Generally, assists other systems support personnel assigned to the project.

Functional Responsibility: Under direct supervision, supports and maintains integrated hardware and software solutions. Provides user and system administrator support, including knowledge transfer and troubleshooting. Adds or modifies hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities.

Minimum Education: Bachelor's degree or equivalent industry experience.

**Systems Support II**

Minimum/General Experience: Three to four years demonstrated performance in supporting business systems. Under general supervision, addresses system issues by identifying and resolving solutions to more difficult problems. Primarily focused on supporting small to medium sized systems.

Functional Responsibility: Under general supervision, supports and maintains integrated hardware and software solutions. Provides user and system administrator support, including knowledge transfer and troubleshooting. Conducts user and system administrator training sessions. Adds or modifies hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities. Identifies and implements patches and upgrades as appropriate.

Minimum Education: Bachelor's degree or equivalent industry experience.

**Systems Support III**

Minimum/General Experience: Four to five years demonstrated performance in supporting business systems. Under general direction, addresses system issues by implementing workarounds and interim solutions to reported problems. Primarily focused on supporting medium to large sized systems.

Functional Responsibility: Participates in support and maintenance operations for integrated hardware and software solutions. Interfaces with client management personnel in addition to end users. Provides user and system administrator support, including knowledge transfer and troubleshooting. Participates in development of training material and conducts user and system administrator training sessions. Adds or modifies hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities. Monitors system interfaces and repairs as needed.

Minimum Education: Bachelor's degree or equivalent industry experience.

**Systems Support IV**

Minimum/General Experience: Five plus years demonstrated performance in supporting systems to include workstations, servers, and applications. Can lead, plan, and make modifications to existing systems and develop workarounds and fixes to existing system shortfalls. Primarily focused on supporting large, enterprise business systems.

Functional Responsibility: Leads support and maintenance operations for integrated hardware and software solutions. Prioritizes support requests. Oversees the systems support team and interfaces with client management personnel in addition to end users. Provides user and system administrator support, including knowledge transfer and troubleshooting. Leads development of training material and leads delivery of user and system administrator training. Leads efforts to add or modify hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities. Leads system and interfaces monitoring and repair activities. Minimum Education: Bachelor's degree or equivalent industry experience.

**Systems Technician I**

Minimum/General Experience: Three to five years demonstrated performance in related systems technology. Experienced in topics such as architecting, designing and developing large-scale, moderately complex systems including messaging, software applications, operating systems implementations, and COTS/GOTS hardware and

software implementations.

Functional Responsibility: Assists in the architecture and design of enterprise solutions integrating COTS, GOTS, and custom hardware and software components. Participates in major program systems development on a life-cycle basis including methodology, design approaches, and architectural and engineering considerations. Assists in capacity planning for integrated enterprise solutions and designs and develops custom components as needed.

Supports the design, development, and implementation of integrated messaging and communications platforms. Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Systems Technician II**

Minimum/General Experience: Five plus years demonstrated performance in related systems technology. Experienced in topics such as architecting, designing and developing large-scale, moderately complex systems including messaging, software applications, operating systems, and COTS/GOTS hardware and software implementations.

Functional Responsibility: Participates in the architecture and design of enterprise solutions integrating COTS, GOTS, and custom hardware and software components. Participates in major program systems development on a life-cycle basis including methodology, design approaches, and architectural and engineering considerations.

Performs capacity planning for integrated enterprise solutions and designs and develops custom components as needed. Design, development, and implementation of integrated messaging and communications platforms.

Minimum Education: Bachelor’s degree or equivalent industry experience with relevant certifications.

**Technical Writer I**

Minimum/General Experience: One to two years’ experience writing and editing technical material. Works in close cooperation with engineers and other professional specialists. Works under close technical supervision.

Functional Responsibility: Works under the direction of engineers and other professional specialists. Works under close technical supervision.

Minimum Education: High School diploma.

**Technical Writer II**

Minimum/General Experience: Three to four years’ experience writing and editing technical material. Works in close cooperation with engineers and other professional specialists.

Functional Responsibility: Works in close cooperation with engineers and other professional specialists. Works under general technical supervision.

Minimum Education: High School diploma

**Technical Writer III**

Minimum/General Experience: Four to five years’ experience writing and editing technical material. Works in close cooperation with engineers and other professional specialists. May prepare original text based on technical data provided. Generally, approves layout and exercises control over graphic design.

Functional Responsibility: Works in close cooperation with engineers and other professional specialists. May prepare original text based on technical data provided. Participates in meetings to determine requirements, specifications and any other required documents that are part of the deliverable.

Minimum Education: High School diploma.

**Cloud and Cloud-Related IT Professional Services**

**SIN 518210****C**

**AWS Authorized GSA Pricing**

| MFR | SIN | Model Number | Description | GSA Price w/IFF | Unit | Warr | Prod Pt |
| --- | --- | --- | --- | --- | --- | --- | --- |
| AWS | 518210C | AWS-COMMIT-000010 | AWS Commit -$10 in usage fees at AWS list price | $ 9.87 | EA | N/A | USA |
| AWS | 518210C | AWS-COMMIT-000100 | AWS Commit -$100 in usage fees at AWS list price | $ 98.74 | EA | N/A | USA |
| AWS | 518210C | AWS-COMMIT-001000 | AWS Commit -$1,000 in usage fees at AWS list price | $ 987.41 | EA | N/A | USA |
| AWS | 518210C | AWS-COMMIT-010000 | AWS Commit -$10,000 in usage fees at AWS list price | $ 9,874.06 | EA | N/A | USA |
| AWS | 518210C | AWS-COMMIT-100000 | AWS Commit -$100,000 in usage fees at AWS list price | $ 98,740.55 | EA | N/A | USA |

From the AWS calculator (<https://calculator.s3.amazonaws.com/index.html>) with the most current PNs and prices, select the AWS items required, save the URL link and include it in an RFQ for bid. The calculator will show AWS items with their associated list prices. Based on AWS items required, purchase the appropriate number of AWS commits from the table above. ECS will discount the list price by a minimum of 2% to arrive at the GSA pricing.

**GSA** **Microsoft Azure Authorized Pricing**

| MFR | SIN | Model Number | Description | GSA Price w/IFF | Unit | Warr | Prod Pt |
| --- | --- | --- | --- | --- | --- | --- | --- |
| MSFT | 518210C | AZURE-COMMIT-000010 | AZURE Commit -$10 in usage fees at AZURE list price | $9.57 | EA | N/A | USA |
| MSFT | 518210C | AZURE-COMMIT-000100 | AZURE Commit -$100 in usage fees at AZURE list price | $95.72 | EA | N/A | USA |
| MSFT | 518210C | AZURE-COMMIT-001000 | AZURE Commit -$1,000 in usage fees at AZURE list price | $957.18 | EA | N/A | USA |
| MSFT | 518210C | AZURE-COMMIT-010000 | AZURE Commit -$10,000 in usage fees at AZURE list price | $9,571.79 | EA | N/A | USA |
| MSFT | 518210C | AZURE-COMMIT-100000 | AZURE Commit -$100,000 in usage fees at AZURE list price | $95,717.88 | EA | N/A | USA |

From the Azure calculator (<https://azure.microsoft.com/en-us/pricing/calculator/>) with the most current PNs and prices, select the Azure items required, save the URL link and include it in an RFQ for bid. The calculator will show Azure items with their associated list prices. Based on Azure items required, purchase the appropriate number of Azure commits from the table above. ECS will discount the list price by a minimum of 5% to arrive at the GSA pricing.

**GSA** **IBM SoftLayer Authorized Pricing**

| MFR | SIN | Model Number | Description | GSA Price w/IFF | Unit | Warr | Prod Pt |
| --- | --- | --- | --- | --- | --- | --- | --- |
| IBM | 518210C | SLASP | SoftLayer Subscription Use Authorization$100 Account Value | $ 97.73 | EA | N/A | USA |
| IBM | 518210C | SLASP1 | SoftLayer Subscription Use Authorization$1,000 Account Value | $ 977.33 | EA | N/A | USA |
| IBM | 518210C | SLASP10 | SoftLayer Subscription Use Authorization$10,000 Account Value | $9,773.30 | EA | N/A | USA |
| IBM | 518210C | SLASP100 | SoftLayer Subscription Use Authorization$100,000 Account Value | $ 97,733.00 | EA | N/A | USA |

From the IBM calculator (<http://www.softlayer.com/cloud-servers-popup%20>) with the most current PNs and prices, select the IBM items required, save the URL link and include it in an RFQ for bid. The calculator will show IBM items with their associated list prices. Based on IBM items required, purchase the appropriate number of IBM commits from the table above. ECS will discount the list price by a minimum of 3% to arrive at the GSA pricing.

**AWS PUBLIC SECTOR ACCESS POLICY**

(Last Updated April 2, 2018)

This AWS Public Sector Access Policy (“**Access Policy**”) is hereby made a part of the agreement (the “**Agreement**”)

between [\_\_\_\_INSERT END CUSTOMER NAME\_\_\_\_] (“**Customer**”) and [\_\_\_INSERT SOLUTION PROVIDER NAME\_\_\_]

(“**Solution Provider**”) regarding Customer’s use of and access to the AWS Services via the AWS accounts provided to

Customer by Provider (“**Solution Provider Accounts**”). Section 7 contains definitions of capitalized terms.

**1. Scope.** This Access Policy is not an agreement with Amazon Web Services, Inc. (“**AWS**”). It sets out the rules,

conditions, and restrictions that apply to Customer’s use of the AWS Services under Solution Provider Accounts

where (1) Customer does not have an AWS Services Agreement with AWS; or (2) if Customer does have an AWS

Services Agreement with AWS, Solution Provider has not designated it to AWS as Customer’s own account under the

AWS Solution Provider Program.

**2. Use of the Services.**

**2.1 Generally.** Solution Provider gives Customer access to the AWS Services via Solution Provider Accounts, and

Customer’s use of and access to the AWS Services is governed by the Agreement and this Access Policy. Contractual

commitments by AWS to Solution Provider (for example, service level agreements) do not apply as between

Customer and AWS. Customer must look solely to Solution Provider under this Agreement regarding any claims or

damages relating to, or arising out of, the AWS Services. Solution Provider is not an agent of AWS and is not acting

on behalf of AWS, and Customer is not a third party beneficiary of any agreement between Solution Provider and

AWS.

**2.2 Disclaimers; Limitations on AWS Liability.** THE AWS SERVICES, AWS CONTENT, AND THIRD-PARTY

CONTENT ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY

RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, NEITHER AWS, NOR SOLUTION PROVIDER ON

BEHALF OF AWS, MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE REGARDING THE AWS SERVICES, AWS CONTENT, OR THIRD-PARTY CONTENT. AWS

DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (a) OF MERCHANTABILITY,

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (b)

ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (c) THAT THE AWS SERVICES, AWS CONTENT, OR

THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (d)

THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, ALTERED, OR DAMAGED. AWS WILL NOT BE LIABLE

TO CUSTOMER FOR ANY DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTIAL, SPECIAL,

CONSEQUENTIAL, OR EXEMPLARY DAMAGES, DAMAGES FOR LOST PROFITS, REVENUES, CUSTOMERS,

OPPORTUNITIES, GOODWILL, USE, OR DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR

ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF

THE AWS SERVICES, AWS CONTENT, OR THIRD-PARTY CONTENT) ARISING IN CONNECTION WITH, OR RELATED TO,

CUSTOMER’S INABILITY TO USE THE AWS SERVICES, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION

OF SOLUTION PROVIDER ACCOUNTS UNDER ANY AGREEMENT BETWEEN AWS AND SOLUTION PROVIDER,

DISCONTINUATION OR DOWNTIME OF AWS SERVICES, OR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR

THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ACCOUNT CONTENT.

**2.3 Account Keys.** Solution Provider may provide Customer with AWS account keys which will allow Customer

to directly access the AWS Services via Solution Provider Accounts. AWS is not responsible to Customer for any

activities that occur under these account keys, regardless of whether the activities are undertaken by Customer,

Solution Provider, or a third party (including Customer employees, contractors or agents) and AWS is not responsible

to Customer for unauthorized access to Solution Provider Accounts.

**2.4 Third-Party Content.** Through the use of the AWS Services or the AWS Site, Customer may have access to

Third-Party Content, which is made available directly to Customer by other entities or individuals under separate

terms and conditions, including separate fees and charges. Customer’s use of any Third-Party Content is at its sole

risk.

Public Sector Access Policy

AWS Solution Provider Program

Page **2** of **2**

AMZN Doc #4075791v1 (2018-03-30)

**2.5 AWS Services Policies.** All access to and use of AWS Services is subject to the AWS Services Policies.

(Notwithstanding anything in the Acceptable Use Policy and AWS Service Terms, these two AWS Services Policies

are not separate agreements between Customer and AWS.)

**2.6 Customer Responsibilities.** Unless otherwise agreed by Solution Provider, Customer is solely responsible

for the development, content, operation, maintenance, and use of Account Content in Solution Provider Accounts,

including (a) the technical operation of AWS Services in connection with Account Content; (b) compliance of Account

Content with the AWS Services Policies and applicable law; (c) any action Customer permits, assists, or facilitates any

other person or entity to take under Solution Provider Accounts; and (d) use of AWS Services or Account Content by

End Users under Solution Provider Accounts (and ensuring that End Users comply with Customer obligations under

this Access Policy). If Customer becomes aware of any violation of its obligations under this Access Policy caused by

itself or an End User, Customer will immediately terminate such End User’s access to Account Content and the AWS

Services by such End User. Unless otherwise agreed by Solution Provider, Customer is solely responsible for properly

configuring and using the AWS Services and otherwise taking appropriate action to secure, protect, and backup

Solution Provider Accounts and Account Content in a manner that will provide appropriate security and protection,

which might include use of encryption to protect Account Content from unauthorized access and routinely archiving

Account Content.

**3. AWS Services Interruption.** AWS may suspend the Solution Provider Accounts used by Customer to access the

AWS Services immediately if AWS determines Customer’s or an End User’s use of the AWS Services (i) violates the

AWS Services Policies; (ii) poses a security risk to the AWS Services or any other AWS customer, (iii) may harm AWS

systems or the systems or Content of any other AWS customer; or (iv) may subject AWS to liability as a result of any

of the foregoing. We will provide notice of any suspension to Solution Provider, who is solely responsible for

providing any notices to Customer under the Agreement. Nothing in this Section 3 will operate to limit Customer’s

rights or remedies otherwise available to Customer against Solution Provider under the Agreement or applicable

law.

**4. Transition of Solution Provider Accounts**. Except as otherwise provided by law or the Agreement, a transition

of Solution Provider Accounts from Solution Provider to a third party (or directly to AWS) requires advance written

consent by Solution Provider (which Solution Provider must also obtain from AWS). Customer agrees to cooperate

with Solution Provider in transitioning Solution Provider Accounts, and to provide all appropriate information and

take all appropriate action necessary to facilitate such transition. In any case, absent prior authorization by AWS,

Customer may not transfer Solution Provider Accounts to other providers that are not authorized to resell AWS

Services.

**5. Proprietary Rights**

**5.1 Generally.** AWS or its licensors own all right, title, and interest in and to the AWS Services, and all related

technology and intellectual property rights. Customer (a) has the right to access and use the AWS Services under

Solution Provider Accounts solely in accordance with this Access Policy and the Agreement, and (b) may copy and

use the AWS Content provided by Solution Provider (or, as applicable, by AWS) solely in connection with Customer’s

permitted use of the AWS Services. Except as provided in this Section 5, Customer obtains no rights under this

Access Policy from AWS, its affiliates, or Solution Provider to the AWS Services, the AWS Content, or Third-Party

Content, including any related intellectual property rights. Some AWS Content and Third-Party Content may be

provided to Customer under a separate license, such as the Apache License, Version 2.0, or other open source

license. By using those materials, Customer is subject to such additional terms. Customer is solely responsible for

securing any necessary approvals for the download and use of such materials.

**5.2 Restrictions.** Neither Customer nor any End User will use the AWS Services or AWS Content in any manner

or for any purpose other than as expressly permitted by this Access Policy and the Agreement. Neither Customer

nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create

derivative works of any AWS Content or Content included in the AWS Services (except to the extent Content included

in the AWS Services is provided to Customer under a separate license that expressly permits the creation of

derivative works), (b) reverse engineer, disassemble, or decompile the AWS Services or apply any other process or

procedure to derive the source code of any software included in the AWS Services (except to the extent applicable

Public Sector Access Policy

AWS Solution Provider Program

Page **3** of **3**

AMZN Doc #4075791v1 (2018-03-30)

law doesn’t allow this restriction), or (c) access or use the AWS Services in a way intended to avoid incurring fees or

exceeding usage limits or quotas.

**5.3 Suggestions.** If Customer provides any Suggestions to AWS or its affiliates, AWS and its affiliates will be

entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to AWS all right, title, and

interest in and to the Suggestions and agrees to provide Customer and AWS any assistance required to document,

perfect, and maintain AWS’s rights in the Suggestions.

**5.4 U.S. Government Rights.** In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and

12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the

AWS Services are provided (as applicable) as “commercial items,” “commercial computer software,” “commercial

computer software documentation,” and “technical data” with the same rights and restrictions generally applicable

to the AWS Services. If Customer is using the AWS Services on behalf of the U.S. Government and these terms fail to

meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Customer will immediately

discontinue its use of the AWS Services (including any AWS Content).

**6. Representations and Warranties.** Customer represents and warrants to Solution Provider that (a) Customer’s

and its End Users’ use of the AWS Services (including any use by its employees, personnel, and (except for Solution

Provider) contractors) will not violate this Access Policy, including the AWS Services Policies; (b) Customer or its

licensors own all right, title, and interest in and to Account Content; (c) Account Content (including the use,

development, design, production, advertising, or marketing of Account Content) or the combination of Account

Content with other applications, Content, or processes, do not and will not violate any applicable laws or infringe or

misappropriate any third-party rights; and (d) Customer’s use of the AWS Services will not cause harm to any End

User.

**7. Definitions.**

**“Account Content”** means Content that Customer or any End User (a) runs on the AWS Services, (b) causes to

interface with the AWS Services, or (c) uploads to the AWS Services or otherwise transfer, process, use or store

in connection with the AWS Services.

**“AWS Content”** means Content AWS makes available (either directly or indirectly) in connection with the AWS

Services or on the AWS Site to allow or facilitate access to and use of the AWS Services, including WSDLs;

Documentation; sample code; software libraries; command line tools; and other related technology. AWS

Content does not include the AWS Services.

**“AWS Services”** means, collectively or individually (as applicable), the web services made commercially available

by us to Solution Provider for use under this Access Policy, including (as applicable) those web services described

in the AWS Service Terms.

**“AWS Services Agreement”** means the AWS Customer Agreement at http://aws.amazon.com/agreement, or

other written agreement by and between AWS and Customer (if any) governing Customer’s access to and use

of the AWS Services.

**“AWS Services Policies”** means the following provisions (uses of the pronoun “you” shall refer to Customer):

􀁸 *AWS Acceptable Use Policy*, located at http://aws.amazon.com/aup (as it may updated by AWS from

time to time), which describes prohibited uses of the AWS Services and the AWS Site;

􀁸 *AWS Service Terms,* located at http://aws.amazon.com/serviceterms (as they may be updated by AWS

from time to time), which include the rights and restrictions for particular AWS Services;

􀁸 *AWS Site Terms*, located at http://aws.amazon.com/terms/ (as they may be updated by AWS from time

to time), which govern the use of the AWS Site; and

􀁸 All restrictions described in the AWS Content and on the AWS Site.

**“AWS Site”** means http://aws.amazon.com and any successor or related site designated by AWS.

**“Content”** means software (including machine images), data, text, audio, video or images.

Public Sector Access Policy

AWS Solution Provider Program

Page **4** of **4**

AMZN Doc #4075791v1 (2018-03-30)

**“Documentation”** means the developer guides, getting started guides, user guides, quick reference guides, and

other technical and operations manuals, instructions and specifications for the Services currently located at

http://aws.amazon.com/documentation, as such documentation may be updated by us from time to time.

**“End Customer Account”** means an AWS account designated as such under the AWS Solution Provider Program,

through which AWS Services are provided by Solution Provider to Customer, and in connection with which AWS

and Customer have an AWS Services Agreement.

**“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses

Account Content; or (b) otherwise accesses or uses the AWS Services under Solution Provider Accounts. The

term “End User” does not include individuals or entities when they are accessing or using the AWS Services or

any Content under their own AWS account, rather than Solution Provider Accounts.

**“Solution Provider Accounts”** means Solution Provider’s AWS accounts through which AWS Services are

provided by Solution Provider to Customer.

**“Suggestions”** means all suggested improvements to the AWS Services or AWS Content that Customer provides

to AWS or its affiliates.

**“Third-Party Content”** means Content made available to Customer by any third party on the AWS Site or in

conjunction with the AWS Services.



Microsoft Customer Agreement

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and

consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms

Microsoft presents when an order is placed. This Agreement takes effect when the Customer

accepts these General Terms. The individual who accepts these General Terms represents that

he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms

have the meanings given under “Definitions.”

License to use Microsoft Products

a. License grant. Products are licensed and not sold. Upon Microsoft’s acceptance of each

order and subject to Customer’s compliance with this Agreement, Microsoft grants

Customer a nonexclusive and limited license to use the Products ordered as provided in the

applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use

and business purposes and are nontransferable except as expressly permitted under this

Agreement or applicable law.

b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the

applicable subscription period unless renewed. Licenses granted for metered Products billed

periodically based on usage continue as long as Customer continues to pay for its usage of

the Product. All other licenses become perpetual upon payment in full.

c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer

orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each

subscription period will apply. Customers with subscriptions for Software may use new

versions released during the subscription period subject to the Use Rights in effect when

those versions are released. For metered Products billed periodically based on usage, the

Use Rights in effect at the start of each billing period will apply during that period. Microsoft

may update the Use Rights periodically, but material adverse changes for a particular

version will not apply during the applicable license, subscription, or billing period.

d. End Users. Customer will control access to and use of the Products by End Users and is

responsible for any use of the Products that does not comply with this Agreement.

e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses

granted to Customer under this Agreement will apply to such Affiliates, but Customer will

have the sole right to enforce this Agreement against Microsoft. Customer will remain

responsible for all obligations under this Agreement and for its Affiliates’ compliance with

this Agreement.

f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement.

Products are protected by copyright and other intellectual property laws and international

treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a

Microsoft Customer Agreement Page 2 of 11

Product on a device do not give Customer any right to implement Microsoft patents or other

Microsoft intellectual property in the device itself or in any other software or devices.

g. Restrictions. Except as expressly permitted in this Agreement or Product documentation,

Customer must not (and is not licensed to):

(1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;

(2) install or use non-Microsoft software or technology in any way that would subject

Microsoft’s intellectual property or technology to any other license terms;

(3) work around any technical limitations in a Product or restrictions in Product

documentation;

(4) separate and run parts of a Product on more than one device;

(5) upgrade or downgrade parts of a Product at different times;

(6) transfer parts of a Product separately; or

(7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them

to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an

Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or

employees to whom, the licenses have been assigned as part of (a) a divestiture of all or

part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer,

Customer must uninstall and discontinue using the licensed Product and render any copies

unusable. Customer must notify Microsoft of a License transfer and provide the transferee a

copy of these General Terms, the applicable Use Rights and any other documents necessary

to show the scope, purpose and limitations of the licenses transferred. Attempted license

transfers that do not comply with this section are void.

i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or

nonprofit offers, Customer meets the respective eligibility requirements

(https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and

suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products.

Customer will have an opportunity to review those terms prior to placing an order for a Non-

Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to

the terms between Customer and the Publisher. Microsoft may provide Customer’s contact

information and transaction details to the Publisher. Microsoft makes no warranties and

assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely

responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Microsoft Customer Agreement Page 3 of 11

Customer must keep records relating to Products it and its Affiliates use or distribute. At

Microsoft’s expense, Microsoft may verify Customer’s and its Affiliates’ compliance with this

Agreement at any time upon 30 days’ notice. To do so, Microsoft may engage an independent

auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process.

Customer must promptly provide any information and documents that Microsoft or the auditor

reasonably requests related to the verification and access to systems running the Products. If

verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order

sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft’s other

remedies, if unlicensed use is 5% or more of Customer’s total use of all Products, Customer

must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to

cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed

under applicable law, if less. All information and reports related to the verification process will

be Confidential Information and used solely to verify compliance.

Privacy.

Personal Data. Customer consents to the processing of Personal Data by Microsoft and its

Affiliates, and their respective agents and subcontractors, as provided in this Agreement.

Before providing Personal Data to Microsoft, Customer will obtain all required consents from

third parties (including Customer’s contacts, Partners, distributors, administrators, and

employees) under applicable privacy and data protection laws.

Location of Personal Data. To the extent permitted by applicable law, Personal Data

collected under this Agreement may be transferred, stored and processed in the United

States or any other country in which Microsoft or its Affiliates, or their respective agents and

subcontractors, maintain facilities. Microsoft will abide by the requirements of European

Economic Area and Swiss data protection law regarding the collection, use, transfer,

retention, and other processing of Personal Data from the European Economic Area and

Switzerland.

Confidentiality.

a. Confidential Information. “Confidential Information” is non-public information that is

designated “confidential” or that a reasonable person should understand is confidential,

including, but not limited to, Customer Data, the terms of this Agreement, and Customer’s

account authentication credentials. Confidential Information does not include information

that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the

receiving party received lawfully from another source without a confidentiality obligation;

(3) is independently developed; or (4) is a comment or suggestion volunteered about the

other party’s business, products or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the

other’s Confidential Information and will use the other party’s Confidential Information only

for purposes of the parties’ business relationship. Neither party will disclose Confidential

Information to third parties, except to its Representatives, and then only on a need-toknow

basis under nondisclosure obligations at least as protective as this Agreement. Each

Microsoft Customer Agreement Page 4 of 11

party remains responsible for the use of Confidential Information by its Representatives

and, in the event of discovery of any unauthorized use or disclosure, must promptly notify

the other party. The Online Services Terms may provide additional terms regarding the

disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other’s Confidential Information if

required by law, but only after it notifies the other party (if legally permissible) to enable the

other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its

Representatives who have had access to Confidential Information. Each party agrees that the

use of information retained in Representatives’ unaided memories in the development or

deployment of the parties’ respective products or services does not create liability under

this Agreement or trade secret law, and each party agrees to limit what it discloses to the

other accordingly.

e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until

it is deleted from the Online Services; and (2) for all other Confidential Information, for a

period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance

with the applicable SLA during Customer’s use. Customer’s remedies for breach of this

warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time will

perform substantially as described in the applicable Product documentation for one year

from the date Customer acquires a license for that version. If it does not, and Customer

notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the

price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer’s sole remedies for breach of the warranties in this section.

Customer waives any warranty claims not made during the warranty period.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident,

abuse, or use inconsistent with this Agreement, including failure to meet minimum system

requirements. These warranties do not apply to free, trial, preview, or prerelease products,

or to components of Products that Customer is permitted to redistribute.

**c.** Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft

provides no other warranties or conditions for Products and disclaims any other express,

implied or statutory warranties for Products, including warranties of quality, title, noninfringement,

merchantability, and fitness for a particular purpose.

Microsoft Customer Agreement Page 5 of 11

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and

will pay the amount of any resulting adverse final judgment or approved settlement, but only if

the defending party is promptly notified in writing of the claim and has the right to control the

defense and any settlement of it. The party being defended must provide the defending party

with all requested assistance, information, and authority. The defending party will reimburse

the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This

section describes the parties’ sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it

alleges that a Product made available by Microsoft for a fee and used within the scope of the

license granted under this Agreement (unmodified from the form provided by Microsoft and

not combined with anything else), misappropriates a trade secret or directly infringes a

patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is

unable to resolve a claim of misappropriation or infringement, it may, at its option, either

(1) modify or replace the Product with a functional equivalent or (2) terminate Customer’s

license and refund any license fees (less depreciation for perpetual licenses), including

amounts paid in advance for unused consumption for any usage period after the

termination date. Microsoft will not be liable for any claims or damages due to Customer’s

continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and

its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer

Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's

behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or

other proprietary right of a third party; or (2) Customer’s use of any Product, alone or in

combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party’s maximum, aggregate liability to the other under this Agreement

is limited to direct damages finally awarded in an amount not to exceed the amounts Customer

was required to pay for the Products during the term of the applicable licenses, subject to the

following:

a. Subscriptions. For Products ordered on a subscription basis, Microsoft’s maximum liability

to Customer for any incident giving rise to a claim will not exceed the amount Customer

paid for the Product during the 12 months before the incident.

b. Free Products and distributable code. For Products provided free of charge and code that

Customer is authorized to redistribute to third parties without separate payment to

Microsoft, Microsoft’s liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive,

or consequential damages, or loss of use, loss of profits, or interruption of business,

however caused or on any theory of liability.

**d.** Exceptions. No limitation or exclusions will apply to liability arising out of either party’s (1)

confidentiality obligations (except for liability related to Customer Data, which will remain

Microsoft Customer Agreement Page 6 of 11

subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of

the other party’s intellectual property rights.

Partners.

Selecting a Partner. Customer may authorize a Partner to place orders on Customer’s behalf

and manage Customer’s purchases by associating the Partner with its account. If the

Partner’s distribution right is terminated, Customer must select an authorized replacement

Partner or purchase directly from Microsoft. Partners and other third parties are not agents

of Microsoft and are not authorized to enter into any agreement with Customer on behalf of

Microsoft.

Partner Administrator privileges and access to Customer Data. If Customer purchases Online

Services from a Partner or chooses to provide a Partner with administrator privileges, that

Partner will be the primary administrator of the Online Services and will have administrative

privileges and access to Customer Data and Administrator Data. Customer consents to

Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data

for purposes of provisioning, administering and supporting (as applicable) the Online

Services. Partner may process such data according to the terms of Partner’s agreement with

Customer, and its privacy commitments may differ from Microsoft’s. Customer appoints

Partner as its agent for purposes of providing and receiving notices and other

communications to and from Microsoft. Customer may terminate the Partner’s

administrative privileges at any time.

Support and Professional Services. Customer’s Partner will provide details on support

services available for Products purchased under this agreement. Support services may be

performed by Partner or its designee, which in some cases may be Microsoft. If Customer

purchases Professional Services under this agreement, the performance of those

Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer’s pricing and payment terms

for that order, and Customer will pay the amount due to the Partner. Pricing and payment

terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and

Customer will pay the amount due as described in this section.

Payment method. Customer must provide a payment method or, if eligible, choose to be

invoiced for purchases made on its account. By providing Microsoft with a payment method,

Customer (1) consents to Microsoft’s use of account information regarding the selected

payment method provided by the issuing bank or applicable payment network; (2)

represents that it is authorized to use that payment method and that any payment

information it provides is true and accurate; (3) represents that the payment method was

established and is used primarily for commercial purposes and not for personal, family or

household use; and (4) authorizes Microsoft to charge Customer using that payment

method for orders under this Agreement.

Microsoft Customer Agreement Page 7 of 11

Invoices. Microsoft may invoice eligible Customers. Customer’s ability to elect payment by

invoice is subject to Microsoft’s approval of Customer’s financial condition. Customer

authorizes Microsoft to obtain information about Customer’s financial condition, which may

include credit reports, to assess Customer’s eligibility for invoicing. Unless the Customer’s

financial statements are publicly available, Customer may be required to provide their

balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be

required to provide security in a form acceptable to Microsoft to be eligible for invoicing.

Microsoft may withdraw Customer’s eligibility at any time and for any reason. Customer

must promptly notify Microsoft of any changes in its company name or location and of any

significant changes in the ownership, structure, or operational activities of the organization.

Invoice Payment terms. Each invoice will identify the amounts payable by Customer to

Microsoft for the period corresponding to the invoice. Customer will pay all amounts due

within thirty (30) calendar days following the invoice date.

Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft

that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the

total amount payable, calculated and payable monthly, or the highest amount allowed by

law, if less.

Cancellation fee. If a subscription permits early termination and Customer cancels the

subscription before the end of the subscription or billing period, Customer may be charged

a cancellation fee.

Recurring Payments. For subscriptions that renew automatically, Customer authorizes

Microsoft to charge Customer’s payment method periodically for each subscription or

billing period until the subscription is terminated. By authorizing recurring payments,

Customer authorizes Microsoft to process such payments as either electronic debits or fund

transfers, or as electronic drafts from the designated bank account (in the case of

Automated Clearing House or similar debits), as charges to the designated card account (in

the case of credit card or similar payments) (collectively, “Electronic Payments”). If any

payment is returned unpaid or if any credit card or similar transaction is rejected or denied,

Microsoft or its service providers reserve the right to collect any applicable return item,

rejection or insufficient funds fee to the maximum extent permitted by applicable law and

to process any such fees as an Electronic Payment or to invoice Customer for the amount

due.

Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any

amounts are to be paid to Microsoft, Customer shall also pay any applicable value added,

goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or

surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed

under this Agreement and that Microsoft is permitted to collect from Customer. Customer

shall be responsible for any applicable stamp taxes and for all other taxes that it is legally

obligated to pay including any taxes that arise on the distribution or provision of Products

by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net

income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its

property ownership.

Microsoft Customer Agreement Page 8 of 11

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may

deduct such taxes from the amount owed and pay them to the appropriate taxing authority,

but only if Customer promptly provides Microsoft an official receipt for those withholdings

and other documents reasonably requested to allow Microsoft to claim a foreign tax credit

or refund. Customer will ensure that any taxes withheld are minimized to the extent

possible under applicable law.

Term and termination.

a. Term. This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60

days’ notice. Termination without cause will not affect Customer’s perpetual licenses, and

licenses granted on a subscription basis will continue for the duration of the subscription

period(s), subject to the terms of this Agreement.

c. Termination for cause. Without limiting other remedies it may have, either party may

terminate this Agreement on 30 days’ notice for material breach if the other party fails to

cure the breach within the 30-day notice period. Upon such termination, the following will

apply:

(1) All licenses granted under this Agreement will terminate immediately except for fullypaid,

perpetual licenses.

(2) All amounts due under any unpaid invoices shall become due and payable immediately.

For metered Products billed periodically based on usage, Customer must immediately

pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees,

including amounts paid in advance for unused consumption for any usage period after

the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this

Agreement during any period of material breach. Microsoft will give Customer notice before

suspending an Online Service when reasonable.

e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a

Product in any country or jurisdiction where there is any current or future government

regulation, obligation, or other requirement, that (1) is not generally applicable to

businesses operating there; (2) presents a hardship for Microsoft to continue offering the

Product without modification; or (3) causes Microsoft to believe these terms or the Product

may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a

subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for

any subscription fees, including amounts paid in advance for unused consumption for any

usage period after the termination date.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft

each may develop products independently without using the other’s Confidential

Information.

Microsoft Customer Agreement Page 9 of 11

b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and

promote the products and services of others.

c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use

Rights will apply as provided in this Agreement. Changes to other terms will not apply until

Customer accepts them. Microsoft may require Customer to accept revised or additional

terms before processing a new order. Any additional or conflicting terms and conditions

contained in a purchase order or otherwise presented by Customer are expressly rejected

and will not apply.

d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the

other party in writing of the assignment. Customer consents to the assignment to an

Affiliate or third party, without prior notice, of any rights Microsoft may have under this

Agreement to receive payment and enforce Customer's payment obligations, and all

assignees may further assign such rights without further consent. Any other proposed

assignment of this Agreement must be approved by the non-assigning party in writing.

Assignment will not relieve the assigning party of its obligations under the assigned

Agreement. Any attempted assignment without required approval will be void.

e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all

applicable international and national laws, including the U.S. Export Administration

Regulations, the International Traffic in Arms Regulations, and end-user, end use and

destination restrictions by U.S. and other governments related to Microsoft products,

services, and technologies.

f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the

Agreement will remain in full force and effect.

g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any

waiver must be in writing and signed by the waiving party.

h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary

rights except as expressly provided by its terms.

i. Survival. All provisions survive termination of this Agreement except those requiring

performance only during the term of the Agreement.

j. Notices. Notices must be in writing and will be treated as delivered on the date received at

the address, date shown on the return receipt, email transmission date, or date on the

courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following

address:

Microsoft Corporation

Dept. 551, Volume Licensing

6100 Neil Road, Suite 210

Reno, Nevada 89511-1137

USA

Microsoft Customer Agreement Page 10 of 11

Notices to Customer will be sent to the individual at the address Customer identifies on its

account as its contact for notices. Microsoft may send notices and other information to

Customer by email or other electronic form.

k. Applicable law. This Agreement will be governed by and construed in accordance with the

laws of the State of Washington and federal laws of the United States. The 1980 United

Nations Convention on Contracts for the International Sale of Goods and its related

instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties

agree to the following exclusive venues:

(1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside

of Europe, the venue will be the state or federal courts in King County, State of

Washington, USA.

(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in

Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe,

the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does

not prevent either party from seeking injunctive relief in any jurisdiction with respect to a

violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms

in other documents that are part of this Agreement that are not expressly resolved in those

documents, except that conflicting terms in the Use Rights take precedence over these

General Terms as to the applicable Products. Terms in the Online Services Terms take

precedence over conflicting terms in the Product Terms. Terms in an amendment control

over the amended document and any prior amendments concerning the same subject

matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this

Agreement through its Affiliates and use contractors to provide certain services. Microsoft

remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and

warrants that (i) it has complied and will comply with all applicable government

procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii)

this Agreement satisfies all applicable procurement requirements.

Definitions.

“Administrator Data” means the information provided to Microsoft or its Affiliates during signup,

purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control

with a party. “Control” means ownership of more than a 50% interest of voting securities in an

entity or the power to direct the management and policies of an entity.

Microsoft Customer Agreement Page 11 of 11

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that

are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through

use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means http://www.microsoft.com/licensing/contracts or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or

product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this

Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online

Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft

offers under this Agreement, including previews, prerelease versions, updates, patches and bug

fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-

Microsoft Products.

“Product Terms” means the document that provides information about Products available under

this Agreement. The Product Terms document is published on the Licensing Site and is updated

from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online

Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms.

Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the

Licensing Site and updated from time to time. The Use Rights supersede the terms of any end

user license agreement that accompanies a Product. License terms for all Products are

published in the Product Terms. Terms of service for Online Services are published in the Online

Services Terms.



Microsoft Customer Agreement

US Government Community Cloud

***This Microsoft Customer Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member (“Customer”) and the person or entity who has entered into a prime contract with the Customer (“Contractor”) as an addendum and governs Customer’s use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that the Contractor provisions the Customer’s Subscription.***

**General Terms**

These General Terms apply to all of Customer’s orders under this Agreement. Capitalized terms have the meanings given under “Definitions.”

***License to use Microsoft Products***

1. **License grant.** Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
2. **Duration of licenses.** Licenses granted on a subscription basis or for a specified term expire at the end of the applicable subscription period or term unless renewed. Licenses granted for Products billed periodically based on metered usage continue as long as Customer continues to pay for usage of the Product. All other licenses become perpetual upon payment in full.
3. **Applicable Use Rights.** The latest Use Rights, as updated from time to time, apply to the use of all Products, subject to the following exceptions. (1) For Products with metered usage-based pricing (e.g., metered Azure Services): Material adverse changes published after the start of a calendar month will apply beginning the following month. (2) For Versioned Software: Material adverse changes published after the date a Product is licensed will not apply to the use of that Product during that license or subscription term unless the changes are published with the release of a new version and a subscription customer chooses to update to that version. (3) For other Products: Material adverse changes published after the start of the subscription term will not apply during the subscription.
4. **End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
5. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligiblitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.
6. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement.
7. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
8. **Restrictions.** Except as expressly permitted in this Agreement, or Product documentation, Customer must not (and is not licensed to): (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft’s intellectual property or technology to any other license terms; (3) work around any technical limitations in a Product or restrictions in Product documentation; (4) separate and run parts of the Product on more than one device; (5) upgrade or downgrade parts of the at different times; (6) transfer parts of a Product separately; or (7) distribute, sublicense, rent, lease, or lend any Product, in whole or in part, or use them to offer hosting services to a third party.
9. **License transfers and assignments.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

***Non-Microsoft Products.***

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer’s contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

***Verifying compliance.***

1. **Right to verify compliance.** Microsoft has the right, at its expense, to verify compliance on all use and distribution of products by Customer’s and its Affiliates. To such end, Customer must keep records relating to all use and distribution of products. Verification will be conducted through an independent auditor retained by Microsoft, and Customer must provide, without undue delay, all necessary information, including visible access to systems running the Products and evidence of licenses for Products the Customer acquired from a third party, hosts, sublicenses, or distributes to third parties.
2. **Verifying process.** Microsoft will notify Customer at least thirty (30) calendar days in advance of its intent to verify Customer’s compliance with the license terms for the Products Customer and its Affiliates use or distribute. The independent auditor is also subject to confidentiality obligation. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Customer’s operations, during the course of the audit.
3. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within thirty (30) days, Customer must order sufficient licenses to cover its use. If such use or distribution is determined to be in excess of Customer’s existing licenses by 5% or more of the audited environment(s) in the aggregate, then Customer must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list or the maximum allowed under applicable law, if less. Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal or contractual means.
4. **Customer self-audit.** Microsoft, at its sole discretion, may require Customer to conduct a self-audit, subject to the non-compliance remedies as set forth herein.

***Privacy.***

1. Customer’s privacy. Customer’s privacy is important to Microsoft. Please read the Microsoft Privacy Statement (<https://go.microsoft.com/fwlink/?LinkId=521839>) as it describes the types of data Microsoft collects from Customer and Customer’s devices (“Data”), how Microsoft uses that Data, and the legal bases Microsoft has to process that Data.

***Confidentiality.***

1. **Confidential Information.** “Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer’s account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products or services.
2. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.
3. **Disclosure required by law.** A party may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
4. **Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
5. **Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

***Product warranties.***

1. **Limited warranties and remedies.**
2. **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer’s use. Customer’s sole remedies for breach of this warranty are described in the SLA.
3. **Software.** Microsoft warrants that the Software version that is current at the time Customer acquired it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that Product. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (i) return the price Customer paid for the Software license or a prorated portion of the applicable Subscription fee for the Online Service (ii) repair or replace the Software.

The remedies above are Customer’s sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

1. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or Use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, services or features, including Previews or to components of Products that Customer is permitted to redistribute (each, a “Limited Offering”).
2. **Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

***Defense of third-party claims.***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties’ sole remedies and entire liability for such claims.

1. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer’s license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer’s continued use of a Product after being notified to stop due to a third-party claim.
2. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer’s use of any Product, alone or in combination with anything else, violates the law or harms a third party.

***Limitation of liability.***

For each Product, each party’s maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

1. **Subscriptions.** For Products ordered on a subscription basis, Microsoft’s maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
2. **Free Products and distributable code.** For Product provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is limited to direct damages finally awarded up to US$5,000.
3. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
4. **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party’s (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party’s intellectual property rights.

***Partners.***

1. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer’s behalf and manage Customer’s purchases by associating the Partner with its account. If the Partner’s distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
2. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner’s agreement with Customer, and its privacy commitments may differ from Microsoft’s. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner’s administrative privileges at any time.
3. **Support and Professional Services.** Customer’s Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

***Pricing and payment.***

If Customer orders froma Partner,the Partner will set Customer’s pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

1. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft’s use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
2. **Invoices.** Microsoft may invoice eligible Customers. Customer’s ability to elect payment by invoice is subject to Microsoft’s approval of Customer’s financial condition. Customer authorizes Microsoft to obtain information about Customer’s financial condition, which may include credit reports, to assess Customer’s eligibility for invoicing. Unless the Customer’s financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer’s eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
3. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
4. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
5. **Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee. For Online Services, Microsoft (1) will not provide a refund in connection with cancellation of a subscription if such cancellation occurs outside of the stated return period, and (2) reserves the right to invoice Customer for any future scheduled billings for any subscription cancelled in such a manner; cancellation terms may vary depending on the Product. Subject to Microsoft's discretion, Microsoft will provide a refund for certain Online Services subscriptions and will forego its right to invoice future scheduled billings.
6. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer’s payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer’s payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, “Electronic Payments”). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
7. **Taxes.** Microsoft prices exclude applicable taxes unless identified as “tax inclusive” and similar. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or other transaction taxes, fees charges, or surcharges or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

***Term and termination.***

1. **Term.** This Agreement is effective until terminated by a party, as described below.
2. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days’ notice. Termination without cause will not affect Customer’s perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
3. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days’ notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
4. All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
5. All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
6. If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
7. **Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable. **Changes to Products.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; and (2) either (i) presents a hardship for Microsoft to continue offering the Product without modification, or (ii) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance, for unused consumption for any usage period after the termination date.

***Miscellaneous.***

1. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other’s Confidential Information.
2. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
3. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order but the original terms will continue to govern Products acquired under prior orders.
4. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
5. **U.S. export**. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
6. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
7. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
8. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
9. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
10. **Notices.** All notices must be in writing. Except for Notices of Dispute or notices relating to arbitration, notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation

Dept. 551, Volume Licensing

6100 Neil Road, Suite 210,

Reno, Nevada 89511-1137, USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form and will be deemed received on the date received at such physical or email address. See paragraph below for where to send Notices of Dispute and other notices relating to arbitration.

1. **Applicable law and place to resolve disputes.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
2. **Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
3. If Microsoft brings the action, the venue will be where Customer has its headquarters.
4. If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
5. If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations

1. **Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
2. **Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
3. **Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

***Definitions.***

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

Supplemental Government Community Cloud Terms.

If you are ordering a Government Community Cloud offering, the following terms apply:

1. **Community requirements.** Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and solely for the benefit of end users that are members of the Community. Customer must maintain its status as a member of the Community throughout the duration of the term for its Government Community Cloud Services. By maintaining or renewing its enrollment for Government Community Cloud Services, Customer certifies its continued membership of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.
2. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.
3. Disclaimer: Government Community Cloud Services are not designed to operate in the same domain as non-Government Community Cloud Services. Additionally, Office 365 GCC High cannot coexist in the same domain as commercial Office 365 or Office 365 GCC, each as described in the Office 365 Service Descriptions.
4. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
5. Government Community Cloud Services will be offered only within the United States.
6. Additional terms set forth in the Use Rights, including without limitation to the Data Processing Terms section of the Online Services Terms (and the “Standard Contractual Clauses” that are incorporated by reference thereto) and all provisions in the Online Service Terms relating to the European Union General Data Protection Regulation, will not apply. In additional, the Government-specific portions of the Compliance Trust Center Page, and not the foregoing Data Processing Terms, describe the control standards and frameworks with which Government Community Cloud Services comply.
7. References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
8. ***Definitions.***

“Community” means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Compliance Trust Center Page” means the compliance page of the Microsoft Trust Center, published by Microsoft at <https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx> or a successor site Microsoft later identifies.

“End User” means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Notwithstanding that other Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services

***ITAR Covered Services***

This section applies to only the ITAR Covered Services, defined below, Customer orders under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to manage ITAR controlled data in the Customer Data in accordance with the directions provided here: <https://www.microsoft.com/en-us/trustcenter/compliance/itar>

**Prerequisites:**

1. Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.
2. Customer acknowledges that the ITAR Covered Services ordered under the Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation or in the portal through which your administrator(s) will manage and configure the ITAR Covered Services.
3. Customer is responsible for configuring the ITAR Covered Services and adopting and implementing such policies and practices for your End Users’ use of ITAR Covered Services, together with any add-ons, as you determine are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to you and not generally applicable to Microsoft as an IT service provider. Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer’s behalf to Microsoft’s billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.
4. **Special Terms.** The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer’s preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.
5. **Personnel**. Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize other Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.
6. **Use of Subcontractors.** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft’s policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services.
7. **Notification.** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:
8. Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer’s control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.
9. If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer’s responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or Customer’s internal policies.
10. If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.
11. **Conflicts**. If there is any conflict between any provision in this Section and any provision in the Agreement, this Section shall control.
12. **Definitions**

“Defense Service” has the meaning provided in 22 C.F.R. § 120.

“End User” means an individual that accesses the ITAR Covered Services.

“ITAR” means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

“ITAR-controlled data” means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

“ITAR Covered Services” means, solely with respect to this agreement, the Azure Government services, listed as being in the scope for the ITAR at <https://www.microsoft.com/en-us/TrustCenter/Compliance/itar> or its successor site.

***IRS 1075 Covered Services***

This section applies only to the IRS 1075 Covered Services, defined below, Customer orders under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to order IRS 1075 Covered Services in accordance with the directions provided here: <https://www.microsoft.com/en-us/trustcenter/Compliance/IRS>

**Customer Prerequisites:**

1. Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.
2. Customer acknowledges that the IRS 1075 Covered Services enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation and/or in the portal through which Customer’s administrator(s) will manage and configure the IRS 1075 Covered Services.
3. Customer is responsible to review Online Services documentation, configure the services, and adopt and implement such policies and practices for Customer’s End Users’ use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for it to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.
4. Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this Section. No other services are supported by the terms of this Section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization (“Support Data”), if any, or data provided by or on your behalf to Microsoft’s billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services (“Billing Data”), if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.
5. **IRS Publication 1075 Special Terms.**
6. IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer’s preparation to use the services for FTI, Customer should review applicable services documentation. Customer’s compliance with IRS Publication 1075 will be dependent, in part, on Customer’s configuration of the services and adoption and implementation of policies and practices for Customer’s End Users’ use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.
7. Microsoft and Customer have agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.
8. **Background Checks.** Notwithstanding anything to the contrary in the IRS Safeguarding Exhibit, all screened personnel authorized to have logical access to Customer Data (that may include FTI) in the IRS 1075 Covered Services will meet background check requirements equivalent to those defined in IRS Publication 1075.
9. **Personnel Records and Training.** Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to you or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.
10. **Training Records.** Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.
11. **Confidentiality Statement.** Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.
12. **Cloud Computing Environment Requirements.** The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft’s compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.
13. **Use of Subcontractors.** Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft’s policies. Microsoft remains responsible for its subcontractors’ compliance with Microsoft’s obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075’s reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at <http://azure.microsoft.com/en-us/support/trust-center/>, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data and provide Customer with a mechanism to obtain notice of that update.

1. **Security Incident Notification.** The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:
2. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within your control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.
3. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer’s responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer’s internal policies.
4. **Customer Right to Inspect.**
5. Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft’s regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft’s subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer’s expense, be permitted to communicate with Microsoft’s independent third party auditors involved in the preparation of audit reports. Notwithstanding anything to the contrary in the IRS Safeguarding Exhibit, Customer will use this information above to satisfy any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or the Customer. Notwithstanding anything to the contrary in the IRS Safeguarding Exhibit, Microsoft will not grant any inspection rights to the IRS or access to Microsoft data centers or other facilities that may cause Microsoft to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its internal security policies.
6. Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Agency, and Agency will ensure Microsoft’s audit information is afforded the highest level of confidentiality available under applicable law. Notwithstanding the foregoing, upon request and pursuant to appropriate confidentiality protections, Enrolled Affiliate shall be permitted to provide Microsoft’s audit information described in Section i(i) to the IRS to satisfy the IRS inspection requirements under IRS Publication 1075.
7. This Section i is in addition to compliance information available to Customer under the OST.
8. **Definitions.**

“End User” means an individual that accesses the IRS 1075 Covered Services.

“FTI” is defined as in IRS Publication 1075.

“IRS 1075 Covered Services” means Azure Government services listed as being in the scope for IRS 1075 at <http://azure.microsoft.com/support/trust-center/compliance/irs1075/> or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

“IRS Publication 1075” means the Internal Revenue Services (IRS) Publication 1075 effective September 30, 2016, including updates (if any) released by the IRS after signing the Agreement.

“Safeguarding Contract Language” or ”IRS Safeguarding Exhibit” refers to Exhibit 7 of IRS Publication 1075.

**Attachment 1**

**Internal Revenue Services**

**Federal Tax Information**

**Safeguarding Exhibit**

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Exhibit, “contractor” refers to Microsoft, “agency” refers to Customer, and “contract” refers to the Agreement, inclusive of the IRS 1075 terms of the Agreement.

**I.** **PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor’s responsible employees.

(2) The contractor and the contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Customer and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**II.** **CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**III.** **INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

***DFARS 252.204-7012.***

Microsoft Azure Government complies with DFARS 252.204-7012 subsections c-g except that for subsection c, Microsoft will report security incidents to Customer in accordance with and as described in the Microsoft Online Services Terms and Customer will be responsible for reporting the incident to DOD, if required, through <https://dibnet.dod.mil>. In addition, it is the Customer’s responsibility, not Microsoft’s, to obtain a medium assurance certificate. Customer who intends to order DFARS compliant Services from Microsoft needs to provide additional information here: https://www.microsoft.com/en-us/trustcenter/compliance/dfars

**COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION**

**PROCUREMENT PROGRAMS**

ECS provides commercial products and services to the Federal Government. 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 insure 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 Federal Government contracts. To accelerate potential opportunities please contact Laura Thompson at (703) 270-1540.

**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

Ordering Activity Date Contractor Date

BPA NUMBER

**(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:

MODEL NUMBER/PART NUMBER \*SPECIAL BPA DISCOUNT/PRICE

1. Delivery:

DESTINATION DELIVERY SCHEDULES / DATES

1. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be .
2. This BPA does not obligate any funds.
3. This BPA expires on or at the end of the contract period, whichever is earlier.
4. The following office(s) is hereby authorized to place orders under this BPA: OFFICE POINT OF CONTACT
5. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
6. 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:
	1. Name of Contractor;
	2. Contract Number;
	3. BPA Number;
	4. Model Number or National Stock Number (NSN);
	5. Purchase Order Number;
	6. Date of Purchase;
	7. 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
	8. Date of Shipment.
7. 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.
8. 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 customers 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.