

Applied Training Solutions, LLC MOBIS Schedule



Contract No. GS-02F-066BA

Contract Period: 20 December 2013 – 19 December 2018

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List**

**Mission Oriented Business Integration Services (MOBIS)
Federal Supply Schedule Industrial Group 874**



**Applied Training Solutions, LLC
8727 Chase Glen Circle
Fairfax Station, VA 22039-3307
Phone: 703-503-9137
www.appliedtrg.com**

Business Size: Veteran-Owned Small Business

1a. Awarded Special Item Numbers (SINS):

SIN	Description
874-1	<p>Integrated Consulting Services</p> <ul style="list-style-type: none"> • Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services • Facilitation and related decision support services • Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings • Advisory and assistance services in accordance with FAR 37.203
874-4	<p>Training Services: Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration Learning Management, Internships.</p> <ul style="list-style-type: none"> • Proposed courses shall be commercially-available off-the-shelf training and/or educational courses that are delivered via an Instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Courses shall have a defined course title, length of time (i.e. hours, days, semesters, etc.), description of material to be taught (i.e. syllabi, table of contents, etc.), and whether materials are included in the price. (i.e. books, pamphlets, software, etc.). Support materials not included may be offered under SIN 874-5. C874-9 • Proposed professional services shall be in support of planning, creating, and/or executing testing and test administration, learning management, internship, or development of new courses or subject matter delivered via an instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Proposed customization services are the result of planning, creating, and/or executing a proprietary format and may be priced as a flat rate or as Labor/hours using professional labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), Systems requirements and methodology(ies) to be used should be stated. Acquisition training will be accomplished under SIN 874-8. Functional industry-specific training covered under other schedules will not be accomplished under this SIN. • A customized course(s) shall include labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s), and methodology (ies) to be used.
874-7	<p>Integrated Business Program Support Services Program and Project Management Services. Services covered by this SIN include:</p> <ul style="list-style-type: none"> • All phases of program or project management, from planning to closeout • Operational/administrative business support services in order to carry out program objectives
874-9	<p>Off-the-Shelf Training Devices and Training Materials: Print, Electronic, Audio-Visual, Multi-Media, and Simulation Training Devices. Note: See copy of standard End User License Agreement (EULA) attached.</p>

1b. Product Prices:

SIN(s) Proposed	Support Product (ODC's)	Brand Name	Time of Delivery ARO	Contractor or Customer Site	Domestic or Overseas	GSA Price
874-9	Permanent Single Seat License	EDMSIM	30 days	Both	Domestic Only	\$ 17,954.66
874-9	Permanent Single Seat License	RDAC	30 days	Both	Domestic Only	\$ 9,974.81
874-9	Annual Lease Single Seat License	EDMSIM	30 days	Both	Domestic Only	\$ 7,421.26
874-9	Annual Lease Single Seat License	RDAC	30 days	Both	Domestic Only	\$ 3,989.92
874-9	Annual Lease Site License (<50 user)	WebMSEL	30 days	Both	Domestic Only	\$ 11,969.77
874-9	Annual Software Maintenance Fee (per permanent single seat license)	EDMSIM	30 days	Both	Domestic Only	\$ 3,590.93
874-9	Annual Software Maintenance Fee (per permanent single seat license)	RDAC	30 days	Both	Domestic Only	\$ 1,994.96

1c. Services. Labor category titles, functional responsibility, education and experience and labor category rates.

CUSTOMER INFORMATION

Labor Code	Labor Category	Category Description	Qualifications	Years of experience
MGR03	Manager Level 3	Manages a program relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines by assuring performane and providing guidance based on goals, objectives, and customer requirements. Responsibilities may include planning, risk management, and project performance execution addressing cost, schedule, and technical quality for related Work Breakdown Structure (WBS) elements on a large system development-type task or full responsibility for all aspects of program/project performance on a technical services-type task. Education and Experience: 9 years with Bachelors; 7 years with Masters or 4 years with PhD	Bachelor's and/or Master's Degree and/or PhD	9 years with Bachelors; 7 years with Masters or 4 years with PhD
MGR02	Manager Level 2	Manages a segment of a program, project, or function relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines. The individual will be responsible for providing objective-oriented direction utilizing management guidelines and general policies. Responsibilities may include planning and program/project performance addressing cost, schedule, technical performance, and quality of a work package, subsystem, or related group of work packages on a large system development type task or full responsibility for all aspects of program/project performance on technical services-type task. Education and Experience: 5 years with Bachelors; 3 years with Masters or 0 years with PhD.	Bachelor's and/or Master's and/or PhD.	5 years with Bachelors; 3 years with Masters or 0 years with PhD.
ENG04	Engineer Level 4	Responsible for solving engineering problems relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines. Determines program objectives and requirements and develops standards and guides for diverse engineering and scientific activities. Guides the successful completion of major programs and may function in a project leadership role. Individual serves as the prime technical contact on contracts and projects. Individual will interact with customers on significant technical matters. Education and Experience: 9 years with Bachelors or 7 years with Masters or 4 years with PhD.	Bachlelors and/or Master's and/or PhD.	9 years with Bachelors or 7 years with Masters or 4 years with PhD.
ENG03	Engineer Level 3	Responsibilities require applications of diversified knowledge of engineering principles and practices, while developing new or improved techniques and procedures and/or designs. Provide technical solutions to a wide range of requirements relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines. Individual contributes to the completion of specific programs and projects with frequent customer contact. Education and Experience: 5 years with Bachelors or 3 years with Masters or 0 years with PhD.	Bachelor's and/or Master's and/or PhD.	5 years with Bachelors or 3 years with Masters or 0 years with PhD.
ENG02	Engineer Level 2	Responsibilities require comprehensive knowledge of engineering principles to support complex research and engineering assignments relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines. Follows and executes established procedures; managerial guidance; and contributes to the completion of milestones associated with specific projects. Education and Experience: 2 years with Bachelors or 0 years with Masters	Bachelor's and/or Master's Degree	2 years with Bachelors

CUSTOMER INFORMATION

Labor Category	Category Discription	Qualifications	Years of experience
Engineer Level 1	Develop and recommend solutions to technical problems as assigned relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines. Work follows technical and process guidance and instructions, contributing to the completion of assigned technical tasks. Education and Experience: 0 years with Bachelors	Bachelor's Degree	None
Analyst Level 1	May develop and recommend solutions to technical requirements as assigned relating to mission oriented business integrated services such as consulting, facilitation, training, and program/project management disciplines. Work follows technical and process guidance and instructions, contributing to the completion of assigned technical tasks. Education and Experience: 0 Years with Bachelor's Degree.	Bachelor's Degree	None
2 years work experience may be substituted for an Associate's Degree	2 years work experience may be substituted for an Associate's Degree		
4 years work experience may be substituted for a Bachelor's Degree	Associate's Degree plus 2 years work experience may be substituted for a Bachelor's Degree		
6 years work experience may be substituted for a Master's Degree	Bachelor's Degree plus 2 years work experience may be substituted for a Master's Degree		
10 years work experience may be substituted for a Doctorate Degree	Bachelor's Degree plus 6 years work experience, or a Master's Degree plus 4 years work experience may be substituted for a Doctorate Degree		

CUSTOMER INFORMATION

SIN(s) Proposed	Labor Category Title	Contractor or Customer Site	Domestic or Overseas	GSA Labor Rate
874 1; 874 4 & 874 7	Manager Level 3	Customer Site	Domestic Only	\$ 105.31
874 1; 874 4 & 874 7	Manager Level 2	Customer Site	Domestic Only	\$ 87.78
874 1; 874 4 & 874 7	Engineer Level 4	Customer Site	Domestic Only	\$ 116.71
874 1; 874 4 & 874 7	Engineer Level 3	Customer Site	Domestic Only	\$ 104.57
874 1; 874 4 & 874 7	Engineer Level 2	Customer Site	Domestic Only	\$ 93.36
874 1; 874 4 & 874 7	Engineer Level 1	Customer Site	Domestic Only	\$ 79.72
874 1; 874 4 & 874 7	Analyst Level 1	Customer Site	Domestic Only	\$ 59.39

2. Maximum Order: **\$1,000,000**
3. Minimum Order: **\$100**
4. Geographic Coverage: **Domestic Only**
5. Points of Production: **Same as contractor's address**
6. Discount from list prices or statement of net price: **Net prices shown**
7. Quantity discounts: **Not applicable**
8. Prompt payment terms: **Net 30 days**
- 9a. Government purchase cards are accepted for all purchases up to the micro-purchase level.
- 9b. Government purchase cards are accepted for all purchases.
10. Foreign items: **None**
- 11a. Time of delivery: **Thirty (30) days after receipt of order.**
- 11b. Expedited delivery: **To be negotiated with the ordering agency on each task order.**
12. F.O.B. point: **Destination for both products and services.**
- 13a. Ordering address(es): **Applied Training Solutions, LLC, 8527 Chase Glen Circle, Fairfax Station, VA 22039**

- 13b. Ordering procedures: **For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).**
14. Payment address(es): **Applied Training Solutions, LLC, 8527 Chase Glen Circle, Fairfax Station, VA 22039**
15. Warranty provision:
- Product Warranty Policy: **Applied Training Solutions, LLC (ATS) at times provides certain licenses for defined software products. In such situations, the software licensee assumes all responsibility for the selection of the software as appropriate to achieve the intended results of the software product used under the conditions in which it is utilized. ATS, as licensor, only warrants that (a) the software shall perform substantially as described in its documentation for a period of thirty (30) days from acquisition of the software, and (b) the ATS Support Team shall be obligated to make only commercially reasonable efforts to solve any problems covered by this warranty. No other warranties expressed or implied are provided. See the EULA for particulars regarding this policy.**
- With regard to its services, ATS warrants only that the services shall be provided in a commercially reasonable manner, and does not guarantee or warrant any particular results.**
- Service Warranty Policy: **Applied Training Solutions, LLC (ATS) is a professional services company providing professional services. As such, ATS does not warrant its services but does warrant that all services will be provided in a commercially reasonable manner but does not guarantee or warrant any particular results.**
- Return and Restocking Policy: **ATS does not offer a Return and Restocking policy.**
16. Export packing charges: **Not applicable.**
17. Terms and conditions of Government purchase card acceptance: **ATS does accept Government Commercial Credit Cards.**
18. Terms and Conditions of Rental, Maintenance, and Repair: **Not applicable.**
19. Terms and Conditions of Installation: **Not applicable.**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from prices (if applicable): **Not applicable.**
- 20a. Terms and conditions for any other services: **Not applicable.**
21. List of service and distribution points: **Not applicable.**
22. List of participating dealers: **Not applicable.**
23. Preventive maintenance: **Not applicable.**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **Not applicable.**

CUSTOMER INFORMATION

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at www.Section508.gov/: **Not applicable.**
25. Data Universal Number System (DUNS) number: **809625507.**
26. Contractor **is registered** in the System for Award Management (SAM) database.

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12. LIMITATION OF LIABILITY.

ATS SHALL HAVE NO LIABILITY UNDER THIS EULA TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, REGARDING THE RESULTS AND/OR PERFORMANCE OF THE PRODUCT, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF ATS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, OR FOR ANY CLAIMS BY A THIRD PARTY. THE FOREGOING LIMITATION DOES NOT, HOWEVER, AFFECT OR ALTER THE EFFECTIVENESS OF ANY WARRANTIES GRANTED TO LICENSEE UNDER ANY AGREEMENT ASSOCIATED WITH THIS EULA.

13. INDEMNIFICATION FOR CERTAIN VIOLATIONS.

LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS ATS, ITS EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES AGAINST ANY PROCEEDING AND ASSOCIATED COSTS BASED UPON ITS BREACH OF ANY OF THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IN CONSEQUENCE OF OR ARISING FROM

ANY USE OF THE SOFTWARE BY LICENSEE, ITS AUTHORIZED USERS OR ANY CUSTOMERS OF LICENSEE. LICENSEE SHALL PROVIDE SUCH ASSISTANCE IN DEFENSE OF THE PROCEEDING AS ATTS MAY REASONABLY REQUEST, AT LICENSEE'S REASONABLE EXPENSE.

14. **EXPORT.** Licensee shall not export or transmit the Product directly or indirectly, to any countries where such export is restricted under law or in any manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, and any export administration regulations issued thereafter.
15. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If the Product is supplied to the U.S. Government, the Product is classified as "restricted computer software" as defined in clause 52.227-19 of the Federal Acquisition Regulations (or any successor regulations) (the "FAR"). As may be applicable, the U.S. Government's rights in the Product are limited as provided in clause 52.227-19 of the FAR in addition to any other restrictions under the terms by which the Software has been provided, including as may be limited in an Agreement.
16. **PROPRIETARY RIGHTS.** Licensor grants no rights other than those specifically granted herein. Any continued rights under this License are subject to continuous strict compliance with all terms herein.
17. **CONFIDENTIALITY.**
 - 17.1 **Confidentiality Obligations.** Licensee shall not disclose any aspect of Licensor's Proprietary Information.
 - 17.2 **Proprietary Legends.** The Licensee shall not remove, obscure, or deface any proprietary legend relating to Licensor's rights, on or from any tangible embodiment of any Proprietary Information, without Licensor's prior written consent.
 - 17.3 **Notice Requirement.** A Licensee shall immediately report to Licensor any attempt by any person, of which Licensor has knowledge, to use or disclose any Proprietary Information, or to copy, reverse assemble, reverse compile or otherwise reverse engineer any part of the Licensed Program, program or programs.
 - 17.4 **Consent to Injunctive Relief.** In the event of any Licensee's breach of any of the provisions of this EULA, Licensee acknowledges that Licensor will not have an adequate remedy in money or damages and that Licensor is, therefore, be entitled to obtain equitable relief through preliminary injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain such injunctive relief shall not limit its right to seek further remedies with respect to any breach of Licensee's obligations to not disclose any aspects of the Licensed Programs, User Documentation, and Technical Documentation. With regard to any breach of Purchase obligations to not disclose any aspects of the Licensed Programs, User Documentation and Technical Documentation, Licensor shall be presumed to not have an adequate remedy in money or damages and shall, therefore, be entitled to injunction against such breach from any court of competent jurisdiction immediately upon request.
18. **MISCELLANEOUS.**
 - 18.1 **Notices.** All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery or upon receipt via local mail, return receipt requested, postage prepaid, or sent by facsimile transmission with

confirmation in writing to:
Applied Training Solutions, LLC
8527 Chase Glen Circle
Fairfax Station, VA 22039
Attention: Mr. Bill Bewley

18.2 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia in Fairfax County, Virginia and the parties hereto agree to submit to the jurisdiction of the courts in Virginia where appropriate.

19. DISPUTE RESOLUTION. Should the Parties be unable to resolve any dispute arising from this Agreement, such dispute shall be resolved by a jointly chosen arbitrator in Fairfax, Virginia under the laws of the United States through application of the US Federal Arbitration Act and Virginia law without reference to any rules of venue, choice of law or international arbitration.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

Applied Training Solutions, LLC:

Licensee:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____