AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
  Large Scale Computers
  7030 Application Software
  Microcomputers
  7030 Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
  Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or
  professional services, and cannot be purchased separately.
  Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means
  to procure services which properly fall under the Brooks Act. These services include, but are not limited to,
  architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and
  related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are
  not connected nor incidental to the traditionally accepted A/E Services.
  Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of
  implementation, maintenance, integration, or training services in direct support of a product. Under such
  circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

IT Facility Operation and Maintenance (FPDS CODE D301)
IT Systems Development Services (FPDS CODE D302)
IT Systems Analysis Services (FPDS Code D306)
Automated Information Systems Design and Integration Services (FPDS Code D307)
Programming Services (FPDS Code D308)
IT Data Conversion Services (FPDS Code D311)
Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services (FPDS Code D313)
Other Information Technology Services, Not Elsewhere Classified (FPDS Code D399)

ProModel Corporation
705 E Timpanogos Pkwy, Bldg M, 2nd Fl Orem Utah 84097-6210
Phone: 801-233-4600 Fax: 801-223-6046
www.promodel.com

Contract Number: GS35F-0174T

Period Covered by Contract: December 15, 2011 thru December 14, 2021

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #7, dated 12/15/2016.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information for Ordering Offices</td>
<td>4</td>
</tr>
<tr>
<td>Special Notice to Agencies</td>
<td>4</td>
</tr>
<tr>
<td>Business Participation</td>
<td>4</td>
</tr>
<tr>
<td>1. Geographic Scope of Contract</td>
<td>4</td>
</tr>
<tr>
<td>2. Contractor’s Ordering Address and Payment Information</td>
<td>4</td>
</tr>
<tr>
<td>3. Liability for Injury or Damage</td>
<td>5</td>
</tr>
<tr>
<td>4. Statistical Data for Government Ordering Office Completion of Standard Form 279</td>
<td>5</td>
</tr>
<tr>
<td>5. FOB Destination</td>
<td>5</td>
</tr>
<tr>
<td>6. Delivery Schedule</td>
<td>5</td>
</tr>
<tr>
<td>7. Discounts</td>
<td>6</td>
</tr>
<tr>
<td>8. Trade Agreements Act of 1979, as amended</td>
<td>6</td>
</tr>
<tr>
<td>9. Statement Concerning Availability of Export Packing</td>
<td>6</td>
</tr>
<tr>
<td>10. Small Requirements</td>
<td>6</td>
</tr>
<tr>
<td>11. Maximum Order</td>
<td>6</td>
</tr>
<tr>
<td>12. Use of Federal Supply Service Information Technology Schedule Contracts</td>
<td>6</td>
</tr>
<tr>
<td>In Accordance with FAR 8.404</td>
<td>6</td>
</tr>
<tr>
<td>13. Federal Information Technology/Telecommunication Standards Requirements</td>
<td>6</td>
</tr>
<tr>
<td>13.1 Federal Information Processing Standards Publications (FIPS Pubs)</td>
<td>6</td>
</tr>
<tr>
<td>13.2 Federal Telecommunication Standards (Fed-Std)</td>
<td>7</td>
</tr>
<tr>
<td>14. Contractor Tasks/Special Requirements</td>
<td>7</td>
</tr>
<tr>
<td>15. Contract Administration for Ordering Offices</td>
<td>8</td>
</tr>
<tr>
<td>16. GSA Advantage!</td>
<td>8</td>
</tr>
<tr>
<td>17. Purchase of Open Market Items</td>
<td>8</td>
</tr>
<tr>
<td>18. Contractor Commitments, Warranties and Representations</td>
<td>8</td>
</tr>
<tr>
<td>19. Overseas Activities</td>
<td>8</td>
</tr>
<tr>
<td>20. Blanket Purchase Agreements (BPAs)</td>
<td>9</td>
</tr>
<tr>
<td>21. Contractor Team Arrangements</td>
<td>9</td>
</tr>
<tr>
<td>22. Installation, Deinstallation, Reinstallation</td>
<td>9</td>
</tr>
<tr>
<td>23. Section 508 Compliance</td>
<td>9</td>
</tr>
<tr>
<td>24. Prime Contractor Ordering from Federal Supply Schedules</td>
<td>9</td>
</tr>
<tr>
<td>25. Insurance-Work on a Government Installation (Jan 1997) (FAR 52.228-56)</td>
<td>10</td>
</tr>
<tr>
<td>26. Software Interoperability</td>
<td>10</td>
</tr>
<tr>
<td>27. Advance Payments</td>
<td>10</td>
</tr>
<tr>
<td>TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SIN 132-33) AND MAINTENANCE (SIN 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE</td>
<td>11</td>
</tr>
<tr>
<td>1. Inspection/Acceptance</td>
<td>11</td>
</tr>
<tr>
<td>2. Guarantee/Warranty</td>
<td>11</td>
</tr>
<tr>
<td>3. Technical Services</td>
<td>11</td>
</tr>
<tr>
<td>4. Software Maintenance</td>
<td>11</td>
</tr>
<tr>
<td>5. Periods of Term Licenses (132-32) &amp; Maintenance (132-34)</td>
<td>12</td>
</tr>
<tr>
<td>6. Conversion from Term License to Perpetual License</td>
<td>12</td>
</tr>
<tr>
<td>7. Term License Cessation</td>
<td>13</td>
</tr>
<tr>
<td>8. Utilization Limitations</td>
<td>13</td>
</tr>
<tr>
<td>9. Software Conversions</td>
<td>14</td>
</tr>
</tbody>
</table>
### TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)

- **1. Scope**
- **2. Order**
- **3. Time of Delivery**
- **4. Cancellation and Rescheduling**
- **5. Follow-Up Support**
- **6. Price For Training**
- **7. Invoices and Payment**
- **8. Format and Content of Training**
- **9. “No Charge” Training**

### TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 132-51)

- **1. Scope**
- **2. Performance Incentives**
- **3. Order**
- **4. Performance of Services**
- **5. Stop-Work Order (FAR 52.242-15) (AUG 1989)**
- **6. Inspection of Services**
- **7. Responsibilities of Systems for Environmental Management, Inc**
- **8. Responsibilities of the Government**
- **9. Independent Contractor**
- **10. Organizational Conflicts of Interest**
- **11. Invoices**
- **12. Payments**
- **13. Resumes**
- **14. Incidental Support Costs**
- **15. Approval of Subcontracts**
- **16. Description of IT Services and Pricing**

### USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

- **Preamble**
- **Commitment**
- **Best Value Blanket Purchase Agreement Federal Supply Schedule**
- **Blanket Purchase Agreement**
- **Basic Guidelines for Using “Contractor Team Arrangements”**
- **ProModel Corporation Executive Summary**

*ProModel Corporation Consolidated Pricelist*
SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[ ] The Geographic Scope of Contract will be domestic and overseas delivery.

[ ] The Geographic Scope of Contract will be overseas delivery only.

[X] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

________________________________________________________________________________________

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Order from:

ProModel Corporation

705 E Timpanogos Pkwy, Bldg M, 2nd Fl Orem Utah 84097-6210

Remit to:

ProModel Corporation

705 E Timpanogos Pkwy, Bldg M, 2nd Fl Orem Utah 84097-6210

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

1-801-223-4600
3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

   Block 9: G. Order/Modification Under Federal Schedule Contract
   Block 16: Data Universal Numbering System (DUNS) Number: **179905856**

   Block 30: Type of Contractor: **B. Other Small Business**
   - A. Small Disadvantaged Business
   - B. Other Small Business
   - C. Large Business
   - G. Other Nonprofit Organization
   - L. Foreign Contractor

   Block 31: Woman-Owned Small Business - **No**
   Block 37: Contractor's Taxpayer Identification Number (TIN): **870458395**

   Block 40: Veteran Owned Small Business (VOSB): **No**

**Copy the applicable letter and corresponding language from the following list**

   A: Service Disabled Veteran Owned Small Business
   B: Other Veteran Owned Small Business

4a. **CAGE Code:** 049U7
4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB DESTINATION**

6. **DELIVERY SCHEDULE**
   a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-33</td>
<td>10 Days</td>
</tr>
<tr>
<td>132-34</td>
<td>As Agreed upon between contractor and the ordering activity.</td>
</tr>
<tr>
<td>132-50</td>
<td>As Agreed upon between contractor and the ordering activity.</td>
</tr>
<tr>
<td>132-51</td>
<td>As Agreed upon between contractor and the ordering activity.</td>
</tr>
</tbody>
</table>

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. **SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less):** the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

   ii. **SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less):** the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

   iii. **SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES:** the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended
time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.
   a. Prompt Payment: None: Net 30 Days
   b. Quantity: SIN 132-33: 2 units – 10%, 3 units – 20%, 4 units – 30%
   c. Dollar Volume: None
   d. Other Special Discounts (i.e. Government Education Discounts, etc.) No additional discounts

8. TRADE AGREEMENTS ACT OF 1979, as amended:
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: None

10. Small Requirements: The minimum dollar of orders to be issued is $100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
   a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:
      Special Item Number 132-33 - Perpetual Software Licenses
      Special Item Number 132-34 - Maintenance of Software as a Service
      Special Item Number 132-51 - Information Technology Professional Services
   b. The Maximum Order for the following Special Item Numbers (SINs) is $25,000:
      Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS
Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:
ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable “FIPS Publication.” Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STD): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STD) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

16. **GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors’ schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer;
2. Manufacturer's Part Number; and
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is [http://www.gsaadvantage.gov](http://www.gsaadvantage.gov)

17. **PURCHASE OF OPEN MARKET ITEMS**

**NOTE:** Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;
2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**Not Applicable**

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only
be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. **BLANKET PURCHASE AGREEMENTS (BPAs)**
The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. **CONTRACTOR TEAM ARRANGEMENTS**
Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. **INSTALLATION, DEINSTALLATION, REINSTALLATION**
The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. **SECTION 508 COMPLIANCE.**
I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ___X____
No _______

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.promodel.com/government/
The EIT standard can be found at: www.Section508.gov/.

24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**
Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from ______ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

1. For such period as the laws of the State in which this contract is to be performed prescribe; or
2. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
1.  INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2.  GUARANTEE/WARRANTY

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

Customer Satisfaction Guarantee

When you purchase ProModel Corporation’s simulation and optimization products, you can depend on the support of a highly talented and experienced world-wide team of professionals. ProModel corporation will do everything possible to ensure your success in using our products. We are so confident that you will be pleased with your purchase, that we offer a one year, money back guarantee. If for any reason, you become dissatisfied with our products, ProModel will refund the purchase price.

Conditions:

- The guarantee applies only to products licensed in the United States.
- Software users must attend an official training course sponsored by ProModel Corporation.
- Users must report problems to ProModel Corporation to insure immediate resolution.

For more information about our customer guarantee, call toll free at 1-888-900-3090.

b.  The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

3.  TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-888-900-3090 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6am to 6 pm MST, plus after hours support through a cell phone 24 hours a day, 7 days a week.

4.  SOFTWARE MAINTENANCE

a.  Software maintenance shall include the following:

ProModel customers experience a full suite of support services. These include attendance to the popular ProModel Solutions Conference, access to our on-line Solutions Cafe as well as our exceptional technical support and upgrades.

Below is a full description of the services we provide as part of our annual Maintenance & Support Contract.

Access to ProModel 24-hour Technical Support
The ProModel support team is solution centered. That means we're not happy just providing a simple answer to your question, but with our holistic approach, we provide an intensity of support you have never before experienced. We offer extended technical support hours, 6:00 a.m. to 6:00 p.m. MST, plus after-hours support through a cell phone 24 hours a day, 7 days a week.

**Software upgrades and product enhancements for one year**
ProModel Corporation is one of the few software companies that actually lets customers help define product fixes and features. This ensures that your investment keeps gaining value.

**Access to our on-line Solutions Cafe**
Via the web you can access our extensive Knowledge Base. This allows you to search for tools, technical information and downloadable files that will provide invaluable assistance for your simulation projects. Various other resources are available in the Solutions Cafe:
- Knowledge Base - search for tools, technical information and downloadable files that will provide invaluable assistance for your simulation projects.
- Tips and techniques – to hone your modeling skills.
- Resource Library – download training materials, graphics libraries and sample models.

**Admission for one person (per license) to the ProModel Annual Solutions Conference**
The ProModel Solutions Conference is one of the largest simulation conferences in the world offering you the opportunity to network with hundreds of industry professionals. Numerous training classes are also available to further increase your modeling skills, as well as a swap shop for sharing model, tips and techniques.

**Priority for consulting and training**
Customers with active M&S renewal contracts have first priority for our consulting and training resources.

**Discounts for new products**
Customers with active M&S also receive price discounts for new software products.

**Subscription to the ProModeler newsletter**
Our newsletter provides current, real-world examples of solutions to difficult business problems. It also features a Tips & Techniques section to aid in model building, as well as giving the latest ProModel Corporation news including conference, training dates and tradeshows.

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

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

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

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

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

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

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to __________% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

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

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

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

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

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
(5) “Commercial Computer Software” may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-33)

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. Not an Option

ProModel Software and Maintenance Government Pricing

<table>
<thead>
<tr>
<th>Product</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>ProModel Application Frame</td>
<td>$2,000,000</td>
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<tr>
<td>3D Animator</td>
<td>$2,426.00</td>
</tr>
<tr>
<td>ED Simulator</td>
<td>$39,770.00</td>
</tr>
<tr>
<td>MedModel</td>
<td>$17,945.00</td>
</tr>
<tr>
<td>MedModel LAN Package</td>
<td>$19,885.00</td>
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<tr>
<td>Portfolio Simulator</td>
<td>$28,130.00</td>
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<td>Process Simulator</td>
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<td>Project Simulator</td>
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<td>ProModel</td>
<td>$17,945.00</td>
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<td>ProModel LAN Package</td>
<td>$19,885.00</td>
</tr>
<tr>
<td>ServiceModel</td>
<td>$17,945.00</td>
</tr>
<tr>
<td>ServiceModel LAN Package</td>
<td>$19,885.00</td>
</tr>
</tbody>
</table>

Above Prices include IFF Maintenance = 20% of license
1. **SCOPe**

   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

   b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. **ORDER**

   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. **TIME OF DELIVERY**

   The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. **CANCELLATION AND RESCHEDULING**

   a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

   b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

   c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

   d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. **FOLLOW-UP SUPPORT**

   The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. **PRICE FOR TRAINING**

   The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. **INVOICES AND PAYMENT**
Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING
   a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
   b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
   c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
   d. The Contractor shall provide the following information for each training course offered:
      (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
      (2) The length of the course;
      (3) Mandatory and desirable prerequisites for student enrollment;
      (4) The minimum and maximum number of students per class;
      (5) The locations where the course is offered;
      (6) Class schedules; and
      (7) Price (per student, per class (if applicable)).
   e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
   f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. “NO CHARGE” TRAINING
   The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.
   None

<table>
<thead>
<tr>
<th>COURSE TITLE</th>
<th>Commercial Price</th>
<th>GSA Price</th>
<th>GSA Price with IFF</th>
<th>Min Students</th>
<th>Max Students</th>
<th>Add Student Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
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<tbody>
<tr>
<td>Advanced ProModel/ MedModel/ ServiceModel Training</td>
<td>$1,500</td>
<td>$1,455</td>
<td>$1,455</td>
<td>3</td>
<td>8</td>
<td>0</td>
<td>2 Days</td>
<td>Orem, UT or Allentown PA</td>
<td>Hands-on</td>
</tr>
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</table>

Course Description: Building on the foundation of our Basic and Essentials courses, this two day course teaches the intermediate modeler advanced modeling techniques such as arrays and external files, simplification techniques, debugging and troubleshooting, logic tips, subroutines, and calendar functions. For the second day, the student will choose four to six modules of more advanced training topics, such as: parallel operations, reneging and balking, load and unload, arrival patterns, queues and conveyors, AGV concepts, resource search practices, priorities, downtimes, shift logic, and continuous flow modeling. Day One of this course is designed to be universal to all industries (appropriate for ProModel, MedModel, and ServiceModel users alike). Day Two may contain industry specific techniques, based on your module selections.

Format
The course is designed to be an in-depth, two-day course focused on hands-on implementation of advanced modeling techniques. You will learn the techniques and features for modeling a variety of real-world situations through a series of practical exercises,
demonstrations, and lectures.

Prerequisites
• Windows XP Proficiency
• Successful completion of any one of the following courses:
  – Simulation Essentials
  – ProModel Basics
  – MedModel Basics
  – ServiceModel Basic

Course Outline
• Hands-on modeling
• Shortcuts and useful commands for building and modifying models
• Troubleshooting tips and debugging techniques
• Code optimization: user defined macros and subroutines
• Calendar functions
• Day Two Modules (selected from the modules below):

Modules
This course is presented in a modular format to allow focus on the areas that will meet the modeling needs specific to the students of each class. Instruction modules will be selected from the following:

AGV Concepts
Model automated guided vehicle systems, fork trucks, flexible manufacturing systems. Learn about resource logic, work search, park search, mapping and priorities.

Arrival Patterns
External arrival files, random individual arrivals, cycle arrivals, demand driven arrivals, appointment arrivals.

Balking and Reneging
Balking is the action of approaching a line or waiting area and deciding not to get into the line. Reneging is the action of getting out of a queue after waiting for a period of time. Learn techniques for modeling these types of situations.

Continuous flow modeling
Model continuous systems with a discrete event simulator. The basics of how to model continuous flow systems such as petroleum refinement plants, fluid production, or textile production.

Conveyors and Queues
Learn to model specific types of conveyors such as bucket and onboard, and gain more understanding of traditional conveyors. Understand the differences between using queues and conveyors. Includes tips for determining the shortest queue length.

Cranes
Define bridges, rails, hoists, crane envelope and coordinates. Understand crane priorities.

Customized Reports
Use subroutines and external files to gather and present specific report data in Excel. Work with saved views and advanced features of the new and improved Output Viewer 3DR.

Flexible Process Routing
Tips for reduction of tedious data entry. Covers useful applications of Ent( ), Entity( ), Res( ), Resource( ), Loc( ), and Location( ). Includes use of entity attributes and location attributes.

Introduction to ActiveX
How to control ProModel from an external program such as Excel.

Load and Unload
Advanced applications of the Load and Unload commands. Model a transport system, and allow resources to pick up and drop off multiple entities. Includes loading by entity size.

Optimization
Design your models for scenario analysis using optimization software. This is an introduction to SimRunner and OptQuest.

Advanced

<table>
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<tr>
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<th>GSA Discount</th>
<th>GSA Price with IFF</th>
<th>Min Students</th>
<th>Max Students</th>
<th>Add Student Cost</th>
<th>Course Length</th>
<th>Course Location</th>
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<td>Training On-site</td>
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Modules
This course is presented in a modular format to allow focus on the areas that will meet the modeling needs specific to the students of each class. Instruction modules will be selected from the following:

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<td>8</td>
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<td>3 Days</td>
<td>Client's location</td>
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Course Description: Designed for the new user, this three day course focuses on elements of model building using ProModel, MedModel or ServiceModel, as appropriate for your industry. You will learn the mechanics of model building, and understand how to analyze your data with the Output Viewer 3DR. This course is designed to provide a solid foundation for future projects.

Format
Intensive three-day course with hands-on model building.

Prerequisites
• Basic computer skills
• Windows XP proficiency

Course Description: Designed for the new user, this three day course focuses on elements of model building using ProModel, MedModel or ServiceModel, as appropriate for your industry. You will learn the mechanics of model building, and understand how to analyze your data with the Output Viewer 3DR. This course is designed to provide a solid foundation for future projects.

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<td>$9,700</td>
<td>$9,700</td>
<td>1</td>
<td>6</td>
<td>$195.46</td>
<td>5 Days</td>
<td>Client's Location</td>
<td>Hands-on</td>
</tr>
</tbody>
</table>

Course Description: Consists of elements of the Simulation Essentials, Advanced Simulation Essentials and modeling of user defined and real world processes.

<table>
<thead>
<tr>
<th>COURSE TITLE</th>
<th>Commercial Price</th>
<th>GSA Discount</th>
<th>GSA Price</th>
<th>GSA Price with IFF</th>
<th>Min Students</th>
<th>Max Students</th>
<th>Add Student Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portfolio Simulator</td>
<td>$1,500</td>
<td>3%</td>
<td>$1,455</td>
<td>$1,455</td>
<td>3</td>
<td>12</td>
<td>0</td>
<td>2 Days</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on</td>
</tr>
</tbody>
</table>

Course Description: Introductory level course teaching basics of project-based portfolio simulation using Portfolio Simulator. Instruction includes full day focus on user defined applications.

<table>
<thead>
<tr>
<th>COURSE TITLE</th>
<th>Commercial Price</th>
<th>GSA Discount</th>
<th>GSA Price</th>
<th>GSA Price with IFF</th>
<th>Min Students</th>
<th>Max Students</th>
<th>Add Student Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process Simulator</td>
<td>$2,500</td>
<td>3%</td>
<td>$2,425</td>
<td>$2,425</td>
<td>3</td>
<td>12</td>
<td>195.46</td>
<td>1 Days</td>
<td>Client’s Location</td>
<td>Hands-on</td>
</tr>
</tbody>
</table>

Course Description: This introductory class teaches how to effectively use Process Simulator, our Visio based simulation tool. Attendees will use Process Simulator to build new models, add simulation properties to existing Visio flowcharts, define and run multiple scenarios to determine the best process design, and analyze process performance by viewing summary statistics, bar charts, histograms, and time-series graphs of key process performance indicators. Instruction includes full day focus on user defined applications.

<table>
<thead>
<tr>
<th>COURSE TITLE</th>
<th>Commercial Price</th>
<th>GSA Discount</th>
<th>GSA Price</th>
<th>GSA Price with IFF</th>
<th>Min Students</th>
<th>Max Students</th>
<th>Add Student Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Simulator</td>
<td>$1,500</td>
<td>3%</td>
<td>$1,455</td>
<td>$1,455</td>
<td>3</td>
<td>12</td>
<td>0</td>
<td>1 Day</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on</td>
</tr>
</tbody>
</table>

Course Description: Introductory level course teaching basics of project-based portfolio simulation using Project Simulator. Instruction includes full day focus on user defined applications.
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES  I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

      (1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

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

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

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

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

6. INSPECTION OF SERVICES


7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. **INVOICES**

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

12. **PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   (1) The offeror;
   (2) Subcontractors; and/or
   (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. **RESUMES**

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

14. **INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. **APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. **DESCRIPTION OF IT SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52.

IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

We deliver custom solutions that improve productivity and deliver significant value. The solution providers at ProModel have a successful track record of software implementation and consulting in manufacturing, logistics, business reengineering, healthcare, government, pharmaceuticals and financial services. ProModel software and consulting solutions have created over $1 billion of value for our customers.

Some of the applications of our software are:

- **Manufacturing**
  - Inventory reduction
• New plant design and layout
• Capital equipment evaluation/justification
• New process design and evaluation
• Cost reduction (ANY cost)
• Staffing optimization
• Material handling system design
• Production scheduling
• Capacity Planning,
• Lean Transformation,
• Scheduling Optimization

**Department of Defense**
• Business transformation
• Lean & six sigma
• Course of Action development
• Resource Optimization
• Risk Mitigation
• Predictive Synchronization

**Logistics**
• Transportation logistics planning
• Supply chain design and planning
• Entertainment facility customer service improvement
• Event security planning and design
• Transportation system design and optimization
• Baggage handling and security
• Passenger security operations
• Warehouse design & planning

**Business Reengineering**
• Order-to-cash cycle time reduction
• Six sigma implementation
• Potential merger and other strategic options evaluation
• Sales and operations planning improvement
• Call centers design
• Facility design and redesign
• Six Sigma process design & analysis

**Healthcare**
• Emergency Department productivity improvement
• Surgical center design and redesign.
• Staffing optimization
• Hospital patient waiting times / service levels improvement
• Clinic, lab and radiology department improvement.
• Improve hospital staffing.
• Hospital supplies optimization.
• Emergency preparedness scenario evaluation

**Financial Services**
• Item processing
• Call center design
• Complex data set manipulation and analysis
• Bank reengineering
• Document handling system improved capability

**Pharmaceuticals**
• Product development & process throughput improvement
• Resource capacity analysis
• New product portfolio management

b. Pricing for all IT Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

**JOB TITLE: Consultant**

**Minimum/General Experience:** 15 years in software development tools. Requires broad-based knowledge of available hardware (mainframe and/or client/server platforms), system software, input/output devices, structures and management practices. Must be capable of leading teams composed of IT professionals and other technical disciplines involved in analysis, design, integration, testing, documentation, converting, extending and implementing advanced technical systems.
**Functional Responsibility:** Responsible for model architecture, model development and user interface development. Provides expert and strategic advice on issues related to computer systems, telecommunications and internet-based solutions. Organizes, directs and coordinates the planning and production of contract support activities.

**Minimum Education:** BS in Engineering or Operations Management.

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**JOB TITLE: Program Manager**

**Minimum/General Experience:** 15 years with expertise in task and/or project leadership of complex efforts involving 5 or more staff.

**Functional Responsibility:** Responsible for project management, model architecture, model development, and user interface development. Provides clear project plans, identifies tasks and those responsible for completion. Oversees the program budget, schedule and compliance with all contract requirements. Ensures all project participants understand the project's mission and the systems and processes included.

**Minimum Education:** BS in Engineering or Operations Management.

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**JOB TITLE: Training Specialist**

**Minimum/General Experience:** 6 years in product technical support. Must have knowledge of principles, methods and technologies used in the design and development of computer-based training programs as well as relevant computer equipment. Must be able to present training programs and evaluate effectiveness of training.

**Functional Responsibility:** Trains product users in a classroom or webex environment on all ProModel simulation softwares. Also responsible for preparing and delivering all technical documentation and training. Develops guidelines, formats and instructional materials to educate technical and non-technical personnel.

**Minimum Education:** BS in Engineering or Operations Management.

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**LABOR CATEGORY PRICE LIST**

<table>
<thead>
<tr>
<th>LABOR CATEGORY PRICE LIST</th>
<th>LABOR CATEGORY Daily Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant</td>
<td>$1,512</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$1,728</td>
</tr>
<tr>
<td>Training Specialist</td>
<td>$1,232</td>
</tr>
</tbody>
</table>

*Includes IFF
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

To 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 ordering activity contracts. To accelerate potential opportunities please contact:

Geoffrey K Coleman, Director of Government Services, 540-886-5625 or 404-401-1737

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
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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

2. Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
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</table>

3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ____________________________.

4. This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

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

   (a) Name of Contractor;
   (b) Contract Number;
   (c) BPA Number;
   (d) Model Number or National Stock Number (NSN);
   (e) Purchase Order Number;
   (f) Date of Purchase;
   (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
   (h) Date of Shipment.
(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

*******************************************************************************
BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a 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.
ProModel Corporation Executive Summary

History and Overview of the Organization

ProModel Corporation’s journey began on August 4, 1988, in Orem, Utah, when it was founded by Charles Harrell for the purpose of providing easy-to-use, powerful, and affordable simulation software products and related services to industrial simulation users. ProModel began with a solid simulation software product that was the result of three and a half years of development and field testing to carefully align software capability with user needs. Initially marketed under the name of PROMOD, ProModel version 1.0, quickly received favorable acceptance by major corporations like DuPont, Eastman Kodak and Whirlpool. Since then, the product has undergone continuous enhancements to expand capability and keep pace with the needs of the production community.

Recognizing that our trip through the simulation terrain of the early 1990s would be short without the support of our customers, ProModel organized its first users conference in 1990. At that first conference, customers networked with their professional peers from other organizations and industries, gave presentations on their modeling projects, and offered feedback to ProModel employees about features that they would like to see in future releases. ProModel continues to bring its customers together on a regular basis for similar conferences.

A major point of interest along ProModel’s trek happened in February of 1990, just prior to Microsoft’s release of Windows version 3.0. At that time, ProModel’s management team took what our competitors considered a big risk, and made a strong commitment to invest R&D dollars into an application that would take complete advantage of Microsoft Windows. During the initial stages of product development, our customers that were using ProModelPC for modeling healthcare systems and service systems began requesting features specifically tailored toward their needs such as user friendly terminology, industry specific modeling constructs, and icon libraries. These comments led to the parallel development of three distinct yet similar products that would run under the Windows operating system, namely, ProModel for Windows, MedModel, and ServiceModel. These products were released to our customers in February of 1993.

Another landmark on ProModel’s voyage happened in mid-1998 when ProModel’s management team realized that our customer base could be expanded into new frontiers if we started coupling our software with consulting services. The joint product could then be sold as a complete simulation solution to companies that wanted the benefits of simulation but that did not want to invest time into developing in-house simulation expertise. With that in mind, ProModel increased its consulting group from a two man operation based in Orem, Utah, to a group of consultants who were scattered throughout the United States. By the end of 1999, ProModel’s annual consulting revenues were almost 3 times higher than they had been the previous year. In December 2002, Pfizer Inc., a major customer, joined us on our journey as an investor in ProModel. They (along with Safeguard Scientifics, PA Early Stage, and our other board members) continue to take an active role in the direction that we travel as a company.

Today, ProModel continues its journey as a leader in advanced simulation technology. We combine professional services and innovative technology to deliver business process optimization and decision support solutions to the pharmaceutical, healthcare, manufacturing, logistics industries and the Department of Defense.
ProModel Corporation
Consolidated Pricelist
705 E Timpanogos Pkwy, Bldg M, 2nd Fl
Orem, UT 84097-6210
Phone: 801-223-4600 Fax: 801-223-6046
www.promodel.com

GSA Schedule 70 Contract:

- **Effective Date:** 12/15/2011
- **Contract Number:** GS-35F-0174T
- **Contract Period:** 12/15/2011 - 12/14/2016
- **SINs:**
  - 132-33 Perpetual Software
  - 132-34 Software Maintenance
  - 132-50 Classroom Training
  - 132-51 IT Services

**Contract Information:**

- **Representative:** ProModel Pat Sullivan
- **Position:** Director of Government Sales
- **Website:** www.promodel.com
- **Phone:** 540.886.5625
- **Fax:** 801.223.6046
- **Email:** psullivan@promodel.com

To place an order, please email gov@promodel.com

ProModel (www.promodel.com) is a technology based Business Process Optimization and Predictive Decision support company located in Orem, Utah with over 22 years of unique experience. ProModel delivers professional services and innovative technology from process modeling through enterprise and portfolio management to enable companies to:

- Identify, quantify and eliminate waste in highly complex, interdependent, variable, constrained systems and processes
- Predict and quantify the impact of change in Key Performance Metrics in a low risk environment through dynamic “what if” analysis
- Shorten the change “journey” by providing an Objective technology environment for decision support

ProModel uses its internally developed methodology called Visualize, Analyze, Optimize (VAO) for delivering value to our customers.

**VISUALIZE with simulation.** In order to make informed decisions, you first need a thorough understanding of the current or proposed state. This includes understanding and visualizing processes and policies in action, while accounting for variability, constraints and interdependencies while maintaining focus on the Key Performance parameters.

**ANALYZE with simulation.** This is the innovative brainstorming step while incorporating quantitative methods to identify and create scenarios that might improve the processes to meet the business objectives.

**OPTIMIZE with simulation.** With this powerful simulation scenario capability, you are now rapidly able to make decisions that will optimize your selected performance objectives with a high probability for success, today and into the future.
# ProModel Software Licenses (SIN 132-33)

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>GSA PRICE</th>
</tr>
</thead>
</table>
| PROMODEL APPLICATION FRAMEWORK (PAF) | The ProModel Application Framework license includes the ProModel foundation technology required to support any and all ProModel enterprise applications. The PAF is composed of a library of Windows Form-based classes and components built on top of the .NET Framework that allows ProModel to quickly and easily create complex hierarchical, view-based applications. The PAF includes the following integrated custom modules:  
  - Business Intelligence Reporting Engine  
  - Scenario Management Infrastructure  
  - Operational Timeline, Multi-Gantt User Interface Module  
  - Task Scheduling Module  
  - (TOM: Task Object Model)  
  - Portfolio Management Simulation Engine  
  - WEB Services Module  
  - Data Base Module  
  - Includes 3 Month warranty | $2,000,000.00 |
| 3D SIMULATION ANIMATION SOFTWARE | 3D Animator is a post-simulation add-in for ProModel, MedModel and ServiceModel. Using a 3D animation script generated by your ProModel product, you can now view any simulation in a fully-configurable, 3-Dimensional layout. | $2,426.00 |
| ED SIMULATOR | The Medical Simulation Software for Emergency Departments (ED Simulator (EDS)) is a revolutionary tool for Emergency Department throughput, staffing, patient flow, and efficiency analysis. EDS is an ED-specific simulation application that focuses on the issues, parameters, metrics, and analysis necessary to improve operations in one of the healthcare most complex yet critical departments. | $39,770.00 |
| ENTERPRISE PORTFOLIO SIMULATOR | The Enterprise Simulation, Enterprise Portfolio Simulator is a Web based simulation (Cloud application) that enables organizations to Visualize, Analyze and Optimize their project portfolios. This application helps planners optimize high level strategic decisions, their strategic resources and realize performance objectives. This capability enables organizations to share the simulation and its associated data across the internet. | Note: This is not sold individually. Pricing Information is listed in the Multiple ProModel Software Licenses / Capital Acquisition section in the Enterprise Portfolio table below. |
| MEDMODEL | This Medical Simulation Software is a simulation tool designed specifically for the healthcare industry. MedModel is used in the evaluation, planning and | $17,945.00 |
redesign of hospitals, clinics, and other healthcare systems.

<table>
<thead>
<tr>
<th><strong>MEDMODEL (LAN)</strong></th>
<th>MedModel LAN Package. Same as MedModel but the software is placed on a LAN instead of a single computer.</th>
<th>$19,885.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PORTFOLIO SIMULATOR</strong></td>
<td>Portfolio Simulator enables organizations to Visualize, Analyze and Optimize their project portfolios. This application helps planners optimize high level strategic decisions, their strategic resources and realize performance objectives.</td>
<td>$28,130.00</td>
</tr>
<tr>
<td><strong>PROCESS SIMULATOR</strong></td>
<td>The Lean Six Sigma and Process Simulation, Process Simulator quickly and easily adds simulation capabilities and analysis to Microsoft® Visio® flowcharts, Value Stream Maps and workflow diagrams. Process Simulator installs as a plug-in to Visio, allowing you to seamlessly create and run simulation models inside Visio.</td>
<td>$3,395.00</td>
</tr>
<tr>
<td><strong>PROJECT SIMULATOR</strong></td>
<td>The Project Simulation, Project Simulator is a plug-in to Microsoft Project that uses ProModel’s proven.NET simulation technology to create comprehensive “what-if” scenarios that reflect the reality of your project.</td>
<td>$1,935.15</td>
</tr>
<tr>
<td><strong>PROMODEL</strong></td>
<td>The Business Simulation Software, ProModel is a discrete-event simulation tool that also allows modeling of continuous processes. ProModel is used for evaluating, planning or designing manufacturing warehousing, logistics and other operational and strategic applications.</td>
<td>$17,945.00</td>
</tr>
<tr>
<td><strong>PROMODEL (LAN)</strong></td>
<td>ProModel LAN Package – Same as ProModel but the software is placed on a LAN instead of a single computer.</td>
<td>$19,885.00</td>
</tr>
<tr>
<td><strong>SERVICEMODEL</strong></td>
<td>The Service Industry Simulation, ServiceModel is a simulation tool designed specifically for the service industries. Service Model is used for evaluating, planning, or redesigning service industry systems such as airports, banks, and amusements parks. Service Model was successfully used by the Salt Lake 2002 Olympic Organizing committee to evaluate and optimize spectator flow, emergency planning and transportation systems.</td>
<td>$17,945.00</td>
</tr>
<tr>
<td><strong>SERVICE MODEL (LAN)</strong></td>
<td>ServiceModel LAN Package – Same as ServiceModel but the software is placed on a LAN instead of a single computer.</td>
<td>$19,885.00</td>
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</tbody>
</table>
ProModel offers multiple developers’ license discounts on software purchases. The following table depicts these discounts.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Discount %</th>
<th>Software Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>Item Cost</td>
</tr>
<tr>
<td>2</td>
<td>10%</td>
<td>Item Cost x .9(2)</td>
</tr>
<tr>
<td>3</td>
<td>20%</td>
<td>Item Cost x .8(3)</td>
</tr>
<tr>
<td>4</td>
<td>30%</td>
<td>Item Cost x .7(4)</td>
</tr>
</tbody>
</table>

ProModel also offers multiple developers’ license discounts on Capital Acquisition purchases. The following table depicts the available packages and their associated discounts and prices.

<table>
<thead>
<tr>
<th>Capital Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of Licenses</strong></td>
</tr>
<tr>
<td>Package Cost</td>
</tr>
<tr>
<td>Discount</td>
</tr>
</tbody>
</table>
ProModel customers experience a full suite of maintenance and support services. These include attendance to popular ProModel Solutions Conferences, access to our on-line Solutions Cafe as well as our exceptional 24 hour technical support and upgrades. Maintenance and support fees are 20% of the software purchase fee, per year. Below is a full description of the services we provide as part of our annual Maintenance & Support (M&S) Contract.

**Access to ProModel 24-hour Technical Support**
The ProModel support team is solution centered. That means we're not happy just providing a simple answer to your question, but with our holistic approach, we provide an intensity of support you have never before experienced. We offer extended technical support hours, 6:00 a.m. to 6:00 p.m. MST, plus after-hours support through a cell phone 24 hours a day, 7 days a week.

**Software upgrades and product enhancements for one year**
ProModel Corporation is one of the few software companies that actually lets customers help define product fixes and features. This ensures that your investment keeps gaining value.

**Access to our on-line Solutions Cafe**
Via the web, you can access our extensive Knowledge Base. This allows you to search for tools, technical information and downloadable files that will provide invaluable assistance for your simulation projects. Various other resources are available in the Solutions Cafe:

- Knowledge Base - search for tools, technical information and downloadable files that will provide invaluable assistance for your simulation projects
- Tips and techniques – to hone your modeling skills
- Resource Library – download training materials, graphics libraries and sample models

**Priority for consulting and training**
Customers with active M&S renewal contracts have first priority for our consulting and training resources.

**Discounts for new products**
Customers with active M&S also receive price discounts for new software products.

**Subscription to the ProModel newsletter**
Our newsletter provides current, real-world examples of solutions to difficult business problems. It also features a “Tips & Techniques” section to aid in model building, as well as providing the latest ProModel Corporation news including conference, training dates and tradeshows.
ProModel offers comprehensive training for all our modeling software. We provide basic, advanced and custom training taught by our expert instructors and consultants. You can choose between pre-scheduled public classes at Orem, Utah or Allentown, Pennsylvania or private on-site trainings or jump-starts scheduled at your convenience and in your facilities. Title: Advanced Promodel/MedModel/ServiceModel Training

| Course Description: | Building on the foundation of our Basic and Essentials courses, this two day course teaches the intermediate modeler advanced modeling techniques such as arrays and external files, simplification techniques, debugging and troubleshooting, logic tips, subroutines, and calendar functions. For the second day, the student will choose four to six modules of more advanced training topics, such as: parallel operations, reneging and balkning, load and unload, arrival patterns, queues and conveyors, AGV concepts, resource search practices, priorities, downtimes, shift logic, and continuous flow modeling. Day One of this course is designed to be universal to all industries (appropriate for ProModel, MedModel, and ServiceModel users alike). Day Two may contain industry specific techniques, based on your module selections. |

| Format: | The course is designed to be an in-depth, two-day course focused on hands-on implementation of advanced modeling techniques. You will learn the techniques and features for modeling a variety of real-world situations through a series of practical exercises, demonstrations, and lectures. |

| Prerequisites | • Windows XP Proficiency  
• Successful completion of any one of the following courses:  
  – Simulation Essentials  
  – ProModel Basics  
  – MedModel Basics  
  – ServiceModel Basic |

| Course Outline: | • Hands-on modeling  
• Shortcuts and useful commands for building and modifying models  
• Troubleshooting tips and debugging techniques  
• Code optimization: user defined macros and subroutines  
• Calendar functions  
• Day Two Modules (selected from the modules below): |

| Modules: |  

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### Title: Advanced Promodel/MedModel/ServiceModel Training

<table>
<thead>
<tr>
<th>Price</th>
<th>Minimum Participants</th>
<th>Maximum Participants</th>
<th>Additional Participant Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,455</td>
<td>3</td>
<td>8</td>
<td>0</td>
<td>2 Days</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on Training</td>
</tr>
<tr>
<td>$4,850</td>
<td>1</td>
<td>8</td>
<td>$195.46</td>
<td>2 Days</td>
<td>Client’s Location</td>
<td>Hands-on Training</td>
</tr>
</tbody>
</table>
This course is presented in a modular format to allow focus on the areas that will meet the modeling needs specific to the students of each class. Instruction modules will be selected from the following:

- **AGV Concepts** - Model automated guided vehicle systems, fork trucks, and flexible manufacturing systems. Learn about resource logic, work search, park search, mapping and priorities.

- **Arrival Patterns** - External arrival files, random individual arrivals, cycle arrivals, demand driven arrivals, appointment arrivals.

- **Balking and Reneging** - Balking is the action of approaching a line or waiting area and deciding not to get into the line. Reneging is the action of getting out of a queue after waiting for a period of time. Learn techniques for modeling these types of situations.

- **Continuous flow modeling** - Model continuous systems with a discrete event simulator. The basics of how to model continuous flow systems such as petroleum refinement plants, fluid production, or textile production.

- **Conveyors and Queues** - Learn to model specific types of conveyors such as bucket and onboard, and gain more understanding of traditional conveyors. Understand the differences between using queues and conveyors. Includes tips for determining the shortest queue length.

- **Cranes** - Define bridges, rails, hoists, crane envelope and coordinates. Understand crane priorities.

- **Customized Reports** - Use subroutines and external files to gather and present specific report data in Excel. Work with saved views and advanced features of the new and improved Output Viewer 3DR.

- **Flexible Process Routing** - Tips for reduction of tedious data entry. Covers useful applications of Ent( ), Entity( ), Res( ), Resource( ), Loc( ), and Location( ). Includes use of entity attributes and location attributes.

- **Introduction to ActiveX** - How to control ProModel from an external program such as Excel.

- **Load and Unload** - Advanced applications of the Load and Unload commands. Model a transport system, and allow resources to pick up and drop off multiple entities. Includes loading by entity size.

- **Optimization** - Design your models for scenario analysis using optimization software. This is an introduction to SimRunner and OptQuest.

### Title: Simulation Essentials Training On-Site:

<table>
<thead>
<tr>
<th></th>
<th>GSA Price</th>
<th>Minimum Participants</th>
<th>Maximum Participants</th>
<th>Additional Participant Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our Site</td>
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<td>3</td>
<td>8</td>
<td>0</td>
<td>3 Days</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on Training</td>
</tr>
<tr>
<td>Your Site</td>
<td>$7,275</td>
<td>1</td>
<td>8</td>
<td>$195.46</td>
<td>3 Days</td>
<td>Client’s Location</td>
<td>Hands-on Training</td>
</tr>
</tbody>
</table>

**Course Description:**
Designed for the new user, this three day course focuses on elements of model building using ProModel, MedModel or ServiceModel, as appropriate for your industry. You will learn the mechanics of model building, and understand how to analyze your data with the Output Viewer 3DR. This course is designed to provide a solid foundation for future projects.

Intensive three-day course with hands-on model building

**Prerequisites:**
- Basic computer skills
- Windows XP proficiency

### Title: Jump Start Training On-Site

<table>
<thead>
<tr>
<th></th>
<th>GSA Price</th>
<th>Minimum Participants</th>
<th>Maximum Participants</th>
<th>Additional Participant Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Site</td>
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<td>1</td>
<td>8</td>
<td>$195.46</td>
<td>5 Days</td>
<td>Client’s Location</td>
<td>Hands-on Training</td>
</tr>
</tbody>
</table>

**Course Description:**
Consists of elements of the Simulation Essentials, Advanced Simulation Essentials and modeling of user defined and real world processes.

**Format:**
Intensive three-day course with hands-on model building

**Prerequisites:**
- Basic computer skills
- Windows XP proficiency

### Title: Portfolio Simulator Basics Training

<table>
<thead>
<tr>
<th></th>
<th>GSA Price</th>
<th>Minimum Participants</th>
<th>Maximum Participants</th>
<th>Additional Participant Cost</th>
<th>Course Length</th>
<th>Course Location</th>
<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our Site</td>
<td>$1,455</td>
<td>3</td>
<td>12</td>
<td>0</td>
<td>2 Days</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on Training</td>
</tr>
</tbody>
</table>

**Course Description:**
Introductory level course teaching basics of project-based portfolio simulation using Portfolio Simulator. Instruction includes full day focus on user defined applications. ProModel's Portfolio Simulator training will enable organizations to Visualize, Analyze and Optimize their project portfolios. At the same time, this class will help planners optimize high-level strategic decisions and realize performance objective.
### Title: Process Simulator Basics Training

<table>
<thead>
<tr>
<th></th>
<th>GSA Price</th>
<th>Minimum Participants</th>
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<th>Additional Participant Cost</th>
<th>Course Length</th>
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<th>Course Format</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Our Site</strong></td>
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<td>3</td>
<td>8</td>
<td>0</td>
<td>2 Days</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on Training</td>
</tr>
<tr>
<td><strong>Your Site</strong></td>
<td>2,425</td>
<td>1</td>
<td>12</td>
<td>$195.46</td>
<td>1 Day</td>
<td>Client’s Location</td>
<td>Hands-on Training</td>
</tr>
</tbody>
</table>

**Course Description:**
This introductory class teaches how to effectively use Process Simulator, our Visio based simulation tool. Attendees will use Process Simulator to build new models, add simulation properties to existing Visio flowcharts, define and run multiple scenarios to determine the best process design, and analyze process performance by viewing summary statistics, bar charts, histograms, and time-series graphs of key process performance indicators. Instruction includes full day focus on user defined applications.

### Title: Project Simulator Basics Training On-Site

<table>
<thead>
<tr>
<th></th>
<th>GSA Price</th>
<th>Minimum Participants</th>
<th>Maximum Participants</th>
<th>Additional Participant Cost</th>
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<td>2 Days</td>
<td>Orem, UT or Allentown, PA</td>
<td>Hands-on Training</td>
</tr>
<tr>
<td><strong>Your Site</strong></td>
<td>2,425</td>
<td>1</td>
<td>12</td>
<td>$195.46</td>
<td>1 Day</td>
<td>Client’s Location</td>
<td>Hands-on Training</td>
</tr>
</tbody>
</table>

**Course Description:**
Introductory level course teaching basics of project-based portfolio simulation using Project Simulator. Instruction includes full day focus on user defined applications.
ProModel delivers custom solutions that improve productivity and deliver significant value and return on investment. The solution providers at ProModel have a successful track record of software implementation and consulting in manufacturing, logistics, business reengineering, healthcare, government, pharmaceuticals and financial services. ProModel software and consulting solutions have created over $1 billion of value for our customers including 43 of the Fortune 100, the US Department of Defense and all branches of the Armed Services. ProModel is unique in offering powerful in-house technology (unlike consulting firms) with subject matter expertise (unlike software companies) to provide predictive support solutions. Some of the applications of our software are:

**Manufacturing**
- Inventory reduction
- New plant design and layout
- Capital equipment evaluation/justification
- New process design and evaluation
- Cost reduction (ANY cost)
- Staffing optimization
- Material handling system design
- Production scheduling
- Capacity Planning.
- Lean Transformation,
- Scheduling Optimization

**Department of Defense**
- Business transformation
- Lean & six sigma
- Course of Action development
- Resource Optimization
- Risk Mitigation
- Predictive Synchronization

**Logistics**
- Transportation logistics planning
- Supply chain design and planning
- Entertainment facility customer service improvement
- Event security planning and design
- Transportation system design and optimization
- Baggage handling and security
- Passenger security operations
- Warehouse design & planning

**Business Reengineering**
- Order-to-cash cycle time reduction
- Six sigma implementation
- Potential merger and other strategic options evaluation
- Sales and operations planning improvement
- Call centers design
- Facility design and redesign
- Six Sigma process design & analysis

**Healthcare**
- Emergency Department productivity improvement
- Surgical center design and redesign.
- Staffing optimization
- Hospital patient waiting times / service levels improvement
- Clinic, lab and radiology department improvement.
- Improve hospital staffing.
- Hospital supplies optimization.
- Emergency preparedness scenario evaluation

**Financial Services**
- Item processing
- Call center design
- Complex data set manipulation and analysis
- Bank reengineering
- Document handling system improved capability

**Pharmaceuticals**
- Product development & process throughput improvement
- Resource capacity analysis
- New product portfolio management
Labor Categories

JOB TITLE: CONSULTANT
Minimum/General Experience: 15 years in software development tools. Requires broad-based knowledge of available hardware (mainframe and/or client/server platforms), system software, input/output devices, structures and management practices. Must be capable of leading teams composed of IT professionals and other technical disciplines involved in analysis, design, integration, testing, documentation, converting, extending and implementing advanced technical systems.

Functional Responsibility: Responsible for model architecture, model development and user interface development. Provides expert and strategic advice on issues related to computer systems, telecommunications and internet-based solutions. Organizes, directs and coordinates the planning and production of contract support activities.

Minimum Education: BS in Engineering or Operations Management.

JOB TITLE: PROGRAM MANAGER
Minimum/General Experience: 15 years with expertise in task and/or project leadership of complex efforts involving 5 or more staff.

Functional Responsibility: Responsible for project management, model architecture, model development, and user interface development. Provides clear project plans, identifies tasks and those responsible for completion. Oversees the program budget, schedule and compliance with all contract requirements. Ensures all project participants understand the project's mission and the systems and processes included.

Minimum Education: BS in Engineering or Operations Management.

JOB TITLE: TRAINING SPECIALIST
Minimum/General Experience: 6 years in product technical support. Must have knowledge of principles, methods and technologies used in the design and development of computer-based training programs as well as relevant computer equipment. Must be able to present training programs and evaluate effectiveness of training.

Functional Responsibility: Trains product users in a classroom or webex environment on all ProModel simulation software. Responsible for preparing and delivering all technical documentation and training. Develops guidelines, formats and instructional materials to educate technical and non-technical personnel.

Minimum Education: BS in Engineering or Operations Management.
<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant</td>
<td>$189</td>
<td>$1512</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$225</td>
<td>$1728</td>
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<tr>
<td>Training Specialist</td>
<td>$161</td>
<td>$1232</td>
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