



**GSA Schedule  
Federal Supply Service  
Authorized FSS Price List**

**SCHEDULE: INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

**SIN 511210 — Software Licenses**

**SIN 54151 — Software Maintenance Services**

**SIN 611420 — Training Courses**

**SIN 518210C — Cloud and Cloud-Related IT Professional Services**

**SIN 54151S — IT Professional Services**

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**® a menu-driven database system. The Internet address for **GSA Advantage!**® is <http://www.gsaadvantage.gov>.



**GSA Contract Number: GS-35F-0290M**

**Contract Period Covered: February 19, 2017 through February 18, 2022**

***\*HRTEC's GSA Catalog is current as of June 3, 2021, which reflects the last modification Refresh 4 (A832) \****

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.gsaadvantage.gov>

**Human Resources Technologies, Inc.  
5400 Shawnee Road  
Suite 201  
Alexandria, VA 22312-2400**

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Fax: (703) 354-4157  
URL: <http://www.hrtec.net>  
Certified HUBZone  
Small Business**



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**INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS: SPECIAL NOTICE TO AGENCIES:**

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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 micro-purchase 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 (<http://www.gsaadvantage.gov>). The catalogs/pricelists, GSA *Advantage!*® and the Federal Supply Service Home Page (<http://www.gsaadvantage.gov>) contain 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 micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING SPECIAL ITEM NUMBERS (SIN):**

**SIN 511210 — Software Licenses**

**SIN 54151 — Software Maintenance Services**

**SIN 611420 — Training Courses**

**SIN 518210C — Cloud and Cloud-Related IT Professional Services**

**SIN 54151S — IT Professional Services**

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

48 contiguous states and the District of Columbia

**2. CONTRACTOR'S ORDERING AND PAYMENT ADDRESS INFORMATION:**

HRTEC's Ordering & Payment Information:

**Ordering Address**

Human Resources Technologies, Inc.  
Attention: GSA Order Manager  
5400 Shawnee Road, Suite 201  
Alexandria, VA 22312-2400  
Telephone: 571.257.0132  
Fax: 703.354.4157

**Payment Address**

Human Resources Technologies, Inc.  
Attention: Accounts Receivable  
5400 Shawnee Road, Suite 201  
Alexandria, VA 22312-2400  
Telephone: 703.719.0778  
Fax: 703.354.4197

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable with 0% discount for payment above the micro-purchase threshold. 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 agencies to obtain technical and/or ordering assistance:

**HRTEC GSA Sales Representative: 703.719.0778**

**3. LIABILITY FOR INJURY OR DAMAGE:**

HRTEC shall not be liable for any injury to Government personnel or damage to Government 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: TBD
- Block 16: Data Universal Numbering System (DUNS) Number: 198214280
- Block 30: Type of Contractor - B. Other Small Business
- Block 31: Woman-Owned Small Business – No
- Block 36: Contractor's Taxpayer Identification Number (TIN): 541391759

- a. CAGE CODE: 0VG65
- b. HRTEC has registered with the System for Award Management (SAM).

**5. FOB DESTINATION:**

Within 48 contiguous states and the District of Columbia: FOB Origin to all other locations.

**6. DELIVERY SCHEDULE:**

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

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (Days ARO)</u>
SIN 511210	30 Days
SIN 54151	30 Days
SIN 611420	To Be Determined
SIN 518210C	To Be Determined
SIN 54151S	To Be Determined

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact HRTEC for the purpose of obtaining accelerated delivery. HRTEC shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by HRTEC in writing.) If HRTEC offers an accelerated delivery time acceptable to the ordering agency, 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.

**7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED:**

- a. Prompt Payment: 1% - 20 days from receipt of invoice or date of acceptance, whichever is later; 0% Net 30 days.
- b. Quantity – *Discount based on number of licenses as reflected in the following tables:*  
**Note: Please refer to pricelist for licensing information.**
- c. Dollar Volume – *None* - Government Educational Institutions – *Not Applicable*

d. Other – *None*

**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:**

Export packing of products is available at extra cost.

**10. SMALL REQUIREMENTS:**

The minimum dollar value of orders to be issued is **\$100.00**.

**11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

SIN 511210 — Software Licenses

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

SIN 54151S — IT Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

SIN 611420 — Training Courses

Note: Maximum orders do not apply to Special Item Number SIN 54151 — Software Maintenance Services

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS:**

**In accordance with FAR 8.404:**

**[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 518210C — Cloud and Cloud-Related IT Professional Services and 54151S — IT Professional Services; refer to the terms and conditions for those SINs.]**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs.

a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the “**GSA Advantage!**®” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency’s needs. In selecting the supply or service representing the best value, the ordering office may consider—

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service
- (2) Trade-in considerations
- (3) Probable life of the item selected as compared with that of a comparable item
- (4) Warranty considerations
- (5) Maintenance availability
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

- c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

Review additional Schedule Contractors'

- (1) Catalogs/pricelists or use the "GSA Advantage!®" on-line shopping service,
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, HRTEC may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations)
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19)

- d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product

peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

Federal departments and agencies 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 offices, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS):**

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-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED- STDS) 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 Supply 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. SECURITY REQUIREMENTS:**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

### **15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:**

Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.).

### **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.gsadvantage.gov>.

#### **17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS:**

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

#### **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.

#### **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: Contact HRTEC for Terms relating to Overseas Delivery.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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):**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition,

agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA.

Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## **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 552.238-7; Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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 apply. The requisitioning 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, de- installation, and reinstallation services under SIN 54151SS.

## **23. SECTION 508 COMPLIANCE:**

Section 508 Compliance can be viewed on our website at <http://www.hrtec.net/accessibility.htm> or [www.section508.gov/](http://www.section508.gov/).

## **24. TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE:**

### **1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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.
  - (i) HRTEC warrants that it has the right to license the Program Products. HRTEC further warrants that the Program Product at installation will operate substantially in accordance with the user manuals provided by HRTEC. Licensee acknowledges that to the extent that the Licensee's system uses other software applications, programs, and code, as well as interfaces and data, from sources other than HRTEC it may affect the performance of the Program Products.

- (ii) Commencing on the delivery date and continuing for a period of 90 days thereafter, HRTEC agrees to make reasonable efforts to fix any reproducible failures of the software to perform in material and substantial accordance with the documentation at no charge to Licensee. After the 90-day warranty period, HRTEC will charge the applicable hourly rate.
  - (iii) Except as described above, HRTEC makes no written, oral, statutory, express, or implied warranties concerning the Program Products, and expressly disclaims any warranties of merchantability and fitness for a particular purpose. HRTEC will not be liable to the Government for consequential damages for any special, indirect, incidental, consequential, or punitive damages of any nature. HRTEC's total liability for any reason shall not exceed amounts paid to HRTEC by the Licensee for license fees resulting from any defect or deficiencies in accepted items. In the absence of a specific written agreement, HRTEC shall not be responsible for the interaction of the Program Products with any interface or downloading software developed by the Licensee.
- 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 Government for consequential damages resulting from any defect or deficiencies in accepted items.

### **3. TECHNICAL SERVICES:**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number (703) 719-0778; for the purpose to provide user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 5:00 PM EST. Please refer to HRTEC's pricelist for more information regarding our technical support services.

### **4. SOFTWARE MAINTENANCE:**

- a. Software maintenance service shall include the following:

HRTEC may but is not required to make updates to the software. If such updates are made generally available, then Licensee will get them at no charge. Such Software fixes and updates may be downloaded by an HRTEC representative, physically distributed on designated media, or the customer may be directed to access the patch via the HRTEC website. The HRTEC Systems Administrator or user representative will notify clients of available fixes, patches, and updates. If a new version is issued, it will be made available to Licensee at the standard price.

- 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 MAINTENANCE (54151):**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:**

Not applicable.

**7. TERM LICENSE CESSATION:**

Not applicable

**8. UTILIZATION LIMITATIONS - (SIN 511210 and SIN 54151):**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, 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 agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze, and present data. The user agency 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 agency'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 agency.
  - (3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
  - (4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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 511210 and SIN 54151):

Not Applicable

**10.1 EEONet Software:** The EEONet is a Software-as-a-Service (SaaS) cloud-based EEO case management system that allows counselors and managers at all levels to manage all aspects of information related to EEO complaints and resolutions. It provides a secure database system and applications that allows automated EEO reports required by EEOC and a variety of other standardized and ad-hoc reports that customized to end-user, management, and business requirements.

In 2001, the application was deployed at military installations throughout the US and overseas and is currently in use by over 200 EEO specialists in DOD. The EEONet application is modeled after HRTEC's Military Equal Opportunity software (MEONet) which has been successfully deployed for over five years.

For the EEO managers/counselors, EEONet streamlines EEO complaint processing, tracking client contacts, informal complaints, formal complaints, Alternate Dispute Resolution (ADR) management, and the appeals process itself.

EEONet also offers a myriad of other capabilities and features: It notifies EEO managers of deadlines they must meet as each case is processed via its suspense tracking system. EEONet reminds managers of actions pending and overdue at appropriate intervals prior to each event. These reminders of pending and overdue requirements are color-coded according to urgency. They appear in the appropriate areas for each data element as well as in a "daily reminder" screen/printable document that consolidates all the reminders.

- \* Automates case forms, letters, reports, and notices enhancing standardization across the entire agency
- \* Automatically and accurately generates EEOC Form 462 annually or from a specified start/end date, dramatically reducing time required to generate reports
- \* Automatically and accurately generates Excel® workbooks with data on contacts, pre-complaints, bases and issues, formal complaints, appeals, ADR, monetary relief, EEO specialists, and mediators
- \* LAN-enabled, encrypted database with secure/password protected access
- \* Multiple user levels
- \* Multi-level reporting
- \* Embedded help functionality and on-line EEO professional references
- \* Compliant with Section 508 of the ADA
- \* Easily modifiable to needs of all federal agencies
- \* EEONet is built on multiple levels (for example, field operating locations, intermediate, and agency headquarters) with Export/Import functionality to allow for data flow between organizational levels

Ultimately, the EEONet software allows EEO managers and agency executives to track and understand EEO trends. The accuracy, timeliness, and quality of the information available through the use of this software enable senior managers to make critical decisions concerning training, affirmative action, and organizational development issues. The EEONet software is an essential tool and solution in the complete lifecycle management of EEO issues.

**EEONet Software License:** Is offered to customers as a Software-as-a-Service (SaaS) cloud-based system. The customer can purchase the service as a group or number of end-user accesses to the system. The EEONet system may be accessed with any internet-connected computer running the following web browsers: Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 4.75 or higher.

**Guarantee/Warranty:** HRTEC warrants that it has the right to license the EEONet software. HRTEC further warrants that the EEONet software at deployment/production release will operate in accordance with the statement of work under the agreement between the customer and HRTEC. Licensee acknowledges that to the extent that the Licensee's access to the system uses other software applications, programs, and code, as well as interfaces and data, from sources other than HRTEC, it may affect the performance of the EEONet software. Commencing on the delivery date and continuing for a period of 12 months thereafter, no warranty period or access to the system without an annual licensing agreement.

Except as described above, HRTEC makes no written, oral, statutory, express or implied warranties concerning the EEONet software, and expressly disclaims any warranties of merchantability and fitness for a particular purpose. HRTEC will not be liable to the Government for consequential damages for any special, indirect, incidental, consequential, or punitive damages of any nature. HRTEC's total liability for any reason shall not exceed amounts paid to HRTEC by the Licensee for license fees resulting from any defect or deficiencies in accepted items. Licensee acknowledges that to the extent that the Licensee's system uses other software applications, programs, and code, as well as interfaces and data, from sources other than HRTEC, it may affect the performance of the EEONet software.

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

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

**Annual Technical Support:** The "Annual Technical Support" agreement is designed to provide full support for the EEONet software. This support includes functionality improvements; changes to incorporate new requirements in EEO laws and procedures; additions of new features that apply government-wide; and technical support service calls to the HRTEC service center (the service center operates Monday through Friday, except Federal holidays, from 9:00 a.m. to 5:00 p.m. EST). This support does not include onsite service calls.

**Customized Programming:** In order to ensure the EEONet software meets the needs of the client, HRTEC offers a customized programming service that tailors the software, so it is configured to the client's specifications. The software can be customized prior to delivery and installation or at any time the client may want to make changes or add new items such as specific reports. Prior to performing any software customizing, HRTEC will provide the client an estimate of costs for approval. Customized programming is performed at HRTEC's facility at the rate outlined below.

**Two Day Training Course:** HRTEC offers a two-day training course that is designed for EEO counselors and managers who also have basic computer skills. The desired learning objective for students is a basic proficiency in the automated case management software. Completing the training will allow software users to begin using the software at their workstations with minimal assistance. The training is conducted at HRTEC's training facility in Alexandria, VA but is also available at other locations upon client request. Pre-arranged lodging and transportation are available for training conducted at the HRTEC facility. If training is conducted at locations other than the HRTEC facility, travel and expense will be charged at standard Federal Government rates and the client will be responsible for any equipment and facility expenses such as rental fees.

HRTEC will, provide, upon request, licensees with a description of the software applications and a list of equipment on which the software may be used.

**10.2 Human Resources Assessment Survey (HRA):** The Human Resources Assessment (HRA) Program is a Software-as-a-Service (SaaS) cloud-based application designed to assist managers at all levels to determine the existing human relations climate within their organizations. The program identifies human relations factors, both positive and negative, that may affect productivity, such as morale, equal opportunity, interpersonal relationships, and communications. The HRA survey wraps the survey questions in an easy-to-use interface specifically built to encourage user completion. The HRA also has the capability to print surveys for respondents who cannot take the survey on-line.

The HRA includes a secure, cloud-based administrative module that allows a manager to set up a survey of core questions, for organization-wide survey consistency. The manager may also add additional questions to allow for personalization or measurement of local issues. The survey is then offered to employees via the internet and/or in paper form. Survey participation rates can be measured throughout the survey period to track the number of participants. Upon completion of the survey, the manager can obtain a detailed statistical report of participant's responses. The report includes all comments provided by survey respondents.

**HRA Survey Service License:** The customer can purchase the Software-as-a-Service (SaaS) as a group password accesses to the HRA survey. The HRA survey may be accessed with any internet-connected computer running the following web browsers: Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 4.75 or higher.

**Guarantee/Warranty:** HRTEC provides the HRA Survey Service on the Internet subject to compliance with the terms and conditions outlined in this contract, and with all applicable laws and regulations, including laws and regulations governing copyright, patent, trade secrets, and trademark. By using the HRA Survey Service, you agree to be bound by all these terms and conditions along with all amendments, operating rules, and policies relating to the Services.

The HRA Survey Service consists of a browser interface, software applications, data transmission, data access, and data storage. The user is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the Service. The HRA Survey Service will have at least 99% uptime, as measured monthly, excluding planned downtime. The users are responsible for maintaining the security of their accounts, passwords, and files, and for all uses of their accounts and of the Service in their name. Except as set forth herein, no rights of any kind are granted with respect to the Service.

**Technical Support:** The HRA Technical Support agreement includes functionality improvements, email support, and 24-hour access to HRTEC's FAQ's and Technical Support web site, and technical support service calls to the HRTEC service center (the service center operates Monday through Friday, except Federal holidays, from 9:00 a.m. to 5:00 p.m. EST). This support does not include onsite service calls.

**Customized Programming:** In order to ensure the HRA survey meets the needs of the customer, HRTEC offers a customized programming service that tailors the survey to the customer's specifications. Prior to customizing any surveys, HRTEC will provide the customer an estimate of costs for approval. Customized programming is performed at HRTEC's facility.

**10.3 ERA Survey Service:** The Employee Relations Assessment (ERA) is a Software-as-a-Service (SaaS) cloud-based application designed to assist managers at all levels to proactively assess critical organizational climate dimensions that can have an impact on overall effectiveness. The assessment focuses on two specific areas, Equal Employment Opportunity (EEO) and Organizational Effectiveness (OE), addressing a series of differing factors such as work group cohesion, work group effectiveness, leadership cohesion, job satisfaction, and trust in the organization, organizational commitment, sexual harassment/discrimination, differential behavior towards minorities, and positive equal opportunity behaviors. The ERA survey service can be completed quickly, is suitable for all federal organizations with at least 16 employees and allows up to ten locally developed questions and up to five short answer questions to be added to the core survey. It may be taken while at work or when away from the workplace. A detailed final report, including graphical depictions of survey results and analysis, is automatically generated after survey completion. The ERA survey service provides objectivity, respondent anonymity, and complete local Administrator Control. The local Administrator is provided access to a cloud-based secure website allowing him or her to set and adjust start and stop dates, monitor participation rates, request customer support, and access and download final reports.

**ERA Survey Service License:** The customer can purchase the Software-as-a-Service (SaaS) group password accesses to the ERA survey. The ERA survey may be accessed with any internet-connected computer running the following web browsers: Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 4.75 or higher, Mozilla Firefox 1.0 or higher and recent releases of the Opera browser.

**Guarantee/Warranty:** HRTEC provides the ERA Survey Service on the Internet subject to compliance with the terms and conditions outlined in this contract, and with all applicable laws and regulations,

including laws and regulations governing copyright, patent, trade secrets, and trademark. By using the ERA Survey Service, you agree to be bound by all these terms and conditions along with all amendments, operating rules, and policies relating to the Services.

The ERA Survey Service consists of a browser interface, software applications, data transmission, data access, and data storage. The user is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the Service. The ERA Survey Service will have at least 99% uptime, measured monthly, excluding planned downtime. The users are responsible for maintaining the security of their accounts, passwords, and files, and for all uses of their accounts and of the Service in their name. Except as set forth herein, no rights of any kind are granted with respect to the Service.

**Technical Support:** The ERA Technical Support agreement includes functionality improvements, email support, and 24-hour access to HRTEC's FAQ's and Technical Support web site, and technical support service calls to the HRTEC service center (the service center operates Monday through Friday, except Federal holidays, from 9:00 a.m. to 5:00 p.m. EST). This support does not include onsite service calls.

**Customized Programming:** In order to ensure the ERA survey meets the needs of the customer, HRTEC offers a customized programming service that tailors the survey to the customer's specifications. Prior to customizing any surveys, HRTEC will provide the customer an estimate of costs for approval. Customized programming is performed at HRTEC's facility.

**11. ENERGY STAR COMPLIANT:**

Not applicable to software.

**12. RIGHT-TO-COPY PRICING:**

Right to copy pricing is not provided.

**25. TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL TRAINING COURSES (SPECIAL ITEM NUMBER 611420):**

**1. SCOPE:**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government 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 Government's location, as agreed to by the Contractor and the Government.

**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 Government.

**4. CANCELLATION AND RESCHEDULING:**

- a. The Government 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 Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is

rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

- b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government 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 Government 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 Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT:**

The Contractor agrees to provide telephone support to wishing to speak with their instructor or Curriculum Manager for any course related question.

**6. PRICE FOR TRAINING:**

The price that the Government will be charged will be the Government training price in effect at the time of order placement, or the Government 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 Government 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 develop coursework and 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. 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)). *Refer to pricelist*

- e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

**Travel charges outside the local metropolitan Washington, D.C. area will be reimbursed by the ordering agency. Travel will be in accordance with the Federal Travel Regulations or Joint Travel Regulations, as applicable.**

**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.

- a. None

**26. TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT), CLOUD, AND CLOUD RELATED PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S and 518210C):**

**1. SCOPE:**

- a. The prices, terms, and conditions stated under Special Item Number 54151S Information Technology Professional Services and Special Item Number 518210C Cloud and Cloud Related Services apply exclusively to IT/Cloud Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

**2. PERFORMANCE INCENTIVES:**

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

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK):**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3). GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- a. When ordering services, ordering offices shall—

- (1) Prepare a Request (Request for Quote or other communication tool):

- (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
  - (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
  - (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
  - (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.
- (2) Transmit the Request to Contractors:
- (i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 54151S and SIN 518210C, ONLY the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SINs 54151S and 518210C. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
  - (ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.
- (3) Evaluate Responses and Select the Contractor to Receive the Order: After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)
- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing

BPA's, ordering offices shall—

- (1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPA's will be established and indicate the basis that will be used for selecting the contractors to be awarded the BPA's.
    - (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
    - (ii) **MULTIPLE BPA's:** When the ordering office determines multiple BPA's are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPA's. When multiple BPA's are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.
  - (2) **Review BPA's Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- c. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
  - d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404). The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection. Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.

#### **4. ORDER:**

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

#### **5. PERFORMANCE OF SERVICES:**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- b. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order.
- c. Services shall be completed in a good and workmanlike manner.

- d. Any Contractor travel required in the performance of IT/Cloud 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.

**6. INSPECTION OF SERVICES:**

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

**7. RESPONSIBILITIES OF THE CONTRACTOR:**

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

**8. RESPONSIBILITIES OF THE GOVERNMENT:**

Subject to security regulations, the ordering office 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 Government.

**10. ORGANIZATIONAL CONFLICTS OF INTEREST:**

a. Definitions.

- (1) “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
- (2) “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.
- (3) An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either
  - (i) Result in an unfair competitive advantage to the Contractor or its affiliates or
  - (ii) Impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

**11. INVOICES:**

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

monthly for recurring services performed during the preceding month.

**12. PAYMENTS:**

For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

**13. RESUMES:**

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

**14. INCIDENTAL SUPPORT COSTS:**

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

**15. APPROVAL OF SUBCONTRACTS:**

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

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

Please refer to HRTEC's Commercial Price list for labor category descriptions and rates.

**27. HRTEC COMMERCIAL PRICE LIST FOR EEONet SOFTWARE MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES SIN 511210, 54151, 611420, 518210C, 54151S:**

**1. EEONET SOFTWARE LICENSING/MAINTENANCE PRICES:**

SIN	HRTEC Catalog #	Number of Licenses	Maximum Cost For Purchased License
511210	HRT-EEO-0010	EEONet 1-10 Licenses	\$7,950.00
511210	HRT-EEO-0011	EEONet 1-10 Licenses Subsequent Year	\$2,000.00
511210	HRT-EEO-0020	EEONet 11-50 Licenses	\$7,950.00+\$695.00 for each license over 10 users
511210	HRT-EEO-0021	EEONet 11-50 Licenses Subsequent Year	\$2,000.00+\$165.00 for each license over 10 users
511210	HRT-EEO-0030	EEONet 51-100 Licenses	\$35,750.00+\$595.00 for each license over 50 users
511210	HRT-EEO-0031	EEONet 51-100 Licenses Subsequent Year	\$8,600.00+\$140.00 for each license over 50 users
511210	HRT-EEO-0040	EEONet 101-200 Licenses	\$65,500.00+\$495.00 for each license over 100 users
511210	HRT-EEO-0041	EEONet 101-200 Licenses Subsequent Year	\$15,600.00+\$125.00 for each license over 100 users
511210	HRT-EEO-0050	EEONet 201-500 Licenses	\$115,000.00+\$395.00 for each license over 100 users

SIN	HRTEC Catalog #	Number of Licenses	Maximum Cost For Purchased License
511210	HRT-EEO-0051	EEONet 201-500 Licenses Subsequent Year	\$28,100.00+\$115.00 for each license over 200 users
54151S	HRT-EEO-0500	EEONet Annual Technical Support	\$3,600.00

**Maintenance Agreement/Technical Support:**

The EEONet Maintenance Agreement includes functionality improvements (excluding new version upgrades), email support, 24-hour access to HRTEC’s FAQ’s and Technical Support web site, and two incident support service calls to the HRTEC service center (the service center operates Monday through Friday, except Federal holidays, from 9:00 a.m. to 5:00 p.m. EST). Further incident support service calls in excess of the initial two will be billed at a rate of \$55.00 per incident. This support does not include onsite service calls.

**2. EEONET HOSTING SERVICES PRICING:**

SIN	HRTEC Catalog #	Description	Monthly Rate
518210C	HRT-HST-0210	Cloud Hosting Services 0-50mb	\$75.00
518210C	HRT-HST-0211	Cloud Hosting Services 51-100mb	\$100.00
518210C	HRT-HST-0212	Cloud Hosting Services 101-200mb	\$125.00
518210C	HRT-HST-0213	Cloud Hosting Services 201-500mb	\$150.00
518210C	HRT-HST-0214	Cloud Hosting Services 501-1gb	\$300.00
518210C	HRT-HST-0215	Cloud Hosting Services over 1gb	Custom

**3. EEONet CUSTOMIZED PROGRAMMING PRICING**

SIN	HRTEC Catalog #	Description	Hourly Rate
54151S	HRT-LBR-5703	EEONet Customized Programming	\$126.90 <sub>1</sub>

<sup>1</sup> Costs of customizing the software will vary depending on individual agency needs and amount of programming required.

**4. EEONET TRAINING:**

<b>SIN:</b>	611420
<b>HRTEC Catalog #:</b>	HRT-TRN-0711
<b>Course Title:</b>	Using EEONet
<b>Audience:</b>	Users of EEONet Software (EEO Counselors, Assistants, Mgrs., etc.)
<b>Price:</b>	\$940.85 per Student
<b>Length of Training:</b>	2 Days (16 Hours)
<b>Max./Min. Number of Students:</b>	Minimum 5 Students – Maximum 15 Students
<b>Mandatory and Desirable Prerequisites:</b>	Basic knowledge of EEO complaint process and basic knowledge of Microsoft Windows Operating Systems
<b>Method of Delivery</b>	Classroom Training

**28. HRTEC COMMERCIAL PRICE LIST FOR HRA SOFTWARE LICENSING, MAINTENANCE, AND PROFESSIONAL SUPPORT SERVICES SIN 511210, 54151, 611420, 518210C, 54151S:**

**1. HRA SURVEY SERVICE LICENSING:**

SIN	HRTEC Catalog #	Number of Requested Passwords	Cost Per Requested Password	Maximum Cost Per Requested Passwords
511210	HRT-HRA-0101	1-1,000	\$658.35 (Minimum Order)	\$658.35
511210	HRT-HRA-0102	1,001-10,000	\$658.35 + (Total # - 1000) x \$0.60	\$6,058.35
511210	HRT-HRA-0103	10,001-25,000	\$6,058.35 + (Total # - 10,000) x \$0.55	\$14,308.35
511210	HRT-HRA-0104	25,001-50,000	\$14,308.35 + (Total # - 25,000) x \$0.49	\$26,558.35
511210	HRT-HRA-0105	50,001-100,000	\$26,558.35 + (Total # - 50,000) x \$0.44	\$48,558.35
511210	HRT-HRA-0106	100,001-200,000	\$48,558.35 + (Total # - 100,000) x \$0.33	\$81,558.35
511210	HRT-HRA-0107	200,001+	\$81,558.35 + (Total # - 200,000) x \$0.22	Based on total number of Passwords

**2. HRA CLOUD HOSTING PRICING:**

SIN	HRTEC Catalog #	Description	Monthly Rate
518210C	HRT-HST-0310	ERA/HRA Hosting Fee 1-10,000 Passwords	\$219.35
518210C	HRT-HST-0311	ERA/HRA Hosting Fee 10,0001-25,000 Passwords	\$438.70
518210C	HRT-HST-0312	ERA/HRA Hosting Fee 25,001-50,000 Passwords	\$707.73
518210C	HRT-HST-0313	ERA/HRA Hosting Fee 50,001 + Passwords	\$1645.13
518210C	HRT-HST-0314	ERA/HRA Monthly Back-up 1-10,000 Passwords	\$54.64
518210C	HRT-HST-0315	ERA/HRA Monthly Back-up 10,0001-25,000 Passwords	\$109.08
510210C	HRT-HST-0316	ERA/HRA Monthly Back-up 25,001-50,000 Passwords	\$164.51
518210C	HRT-HST-0317	ERA/HRA Monthly Back-up 50,001 and over Passwords	\$274.19
518210C	HRT-HST-0218	Domain Registration (URL)	\$35.00 <sup>1</sup>
518210C	HRT-HST-0219	Secure Socket Layer (SSL) License 256-Bit	\$1,469.00 <sup>1</sup>

<sup>1</sup> Annual Cost billed once a year at initial set-up or upon renewal

**Maintenance Agreement/Technical Support:**

The HRA Maintenance Agreement includes functionality improvements (excluding new version upgrades), email support, 24-hour access to HRTEC’s FAQ’s and Technical Support web site, and two incident support service calls to the HRTEC service center (the service center operates Monday through Friday, except Federal holidays, from 9:00 a.m. to 5:00 p.m. EST) for an additional annual cost of \$35.00 per license. Further incident support service calls in excess of the initial two will be billed at a rate of \$25.00 per incident. This support does not include onsite service calls.

### 3. HRA INSTALLATION AND CUSTOMIZED PROGRAMMING PRICING:

SIN	HRTEC Catalog #	Description	Hourly Rate
54151S	HRT-LBR-5001	Sr. Application Specialist	\$126.90 <sup>1</sup>
54151S	HRT-LBR-5007	Programmer/Web Application Developer	\$86.93 <sup>1</sup>
54151S	HRT-LBR-5009	Sr. Web Developer	\$128.19 <sup>1</sup>
54151S	HRT-LBR-5010	Web Developer	\$76.93 <sup>1</sup>
54151S	HRT-LBR-5005	Principal Engineer	\$126.90 <sup>1</sup>

<sup>1</sup> Costs of installation and setup of the software and customizing the software will vary depending on individual agency needs and amount of programming required.

### 4. HRA TRAINING:

<b>SIN:</b>	611420
<b>HRTEC Catalog #:</b>	HRT-TRN-0712
<b>Course Title:</b>	HRA Administration
<b>Audience:</b>	Administrators of the HRA Survey
<b>Price:</b>	\$74.80 per hour
<b>Length of Training:</b>	Up to 3 Hours
<b>Min/Max Number of Students:</b>	N/A
<b>Mandatory and Desirable Prerequisites:</b>	Basic knowledge of Microsoft Windows Operating System
<b>Method of Delivery</b>	Teleconference or Classroom Training

## 29. HRTEC COMMERCIAL PRICE LIST FOR ERA SOFTWARE LICENSING, MAINTENANCE, AND PROFESSIONAL SUPPORT SERVICES SIN 511210, 54151, 611420, 518210C, 54151S:

### 1. ERA SURVEY SERVICE LICENSING:

SIN	HRTEC Catalog #	Number of Requested Passwords	Cost Per Requested Password	Maximum Cost Per Requested Passwords
511210	HRT-ERA-0201	1 - 250	\$400.00 (minimum order)	\$400
511210	HRT-ERA-0202	251 - 500	\$400 + (Total # - 250) X \$1.30	\$725
511210	HRT-ERA-0203	501 - 1,000	\$725 + (Total # - 500) X \$1.20	\$1,325
511210	HRT-ERA-0204	1,001 – 1,500	\$1,325 + (Total # - 1,000) X \$1.10	\$1,875
511210	HRT-ERA-0205	1,501 – 2,000	\$1,875 + (Total # – 1,500) X \$1.00	\$2,375
511210	HRT-ERA-0206	2,001 – 5,000	\$2,375 + (Total # - 2,000) X \$0.90	\$5,075
511210	HRT-ERA-0207	5,001 – 10,000	\$5,075 + (Total # – 5,000) X \$0.75	\$8,825
511210	HRT-ERA-0208	10,001 – 25,000	\$8,825 + (Total # - 10,000) X \$0.60	\$17,825
511210	HRT-ERA-0209	25,001 and up	\$17,825 + (Total # - 25,000) X \$0.50	Based on total number of Passwords

## 2. ERA CLOUD HOSTING PRICING:

SIN	HRTEC Catalog #	Description	Monthly Rate
518210C	HRT-HST-0310	ERA/HRA Hosting Fee 1-10,000 Passwords	\$219.35
518210C	HRT-HST-0311	ERA/HRA Hosting Fee 10,0001-25,000 Passwords	\$438.70
518210C	HRT-HST-0312	ERA/HRA Hosting Fee 25,001-50,000 Passwords	\$707.73
518210C	HRT-HST-0313	ERA/HRA Hosting Fee 50,001 + Passwords	\$1645.13
518210C	HRT-HST-0314	ERA/HRA Monthly Back-up 1-10,000 Passwords	\$54.64
518210C	HRT-HST-0315	ERA/HRA Monthly Back-up 10,0001-25,000 Passwords	\$109.08
518210C	HRT-HST-0316	ERA/HRA Monthly Back-up 25,001-50,000 Passwords	\$164.51
518210C	HRT-HST-0317	ERA/HRA Monthly Back-up 50,001 and over Passwords	\$274.19
518210C	HRT-HST-0318	Domain Registration (URL)	\$35.00 <sub>1</sub>
518210C	HRT-HST-0219	Secure Socket Layer (SSL) License 256-Bit	\$1,469.00 <sub>1</sub>

<sub>1</sub> Annual Cost billed once a year at initial set-up or upon renewal

### Maintenance Agreement/Technical Support:

The ERA Maintenance Agreement includes functionality improvements (excluding new version upgrades), email support, 24-hour access to HRTEC's FAQ's and Technical Support web site, and two incident support service calls to the HRTEC service center (the service center operates Monday through Friday, except Federal holidays, from 9:00 a.m. to 5:00 p.m. EST) for an additional annual cost of \$35.00 per license. Further incident support service calls in excess of the initial two will be billed at a rate of \$25.00 per incident. This support does not include onsite service calls.

## 4. ERA TRAINING:

<b>SIN:</b>	611420
<b>HRTEC Catalog #:</b>	HRT-TRN-0712
<b>Course Title:</b>	ERA Administration
<b>Audience:</b>	Administrators of the ERA Survey
<b>Price:</b>	\$74.80 per hour
<b>Length of Training:</b>	Up to 3 Hours
<b>Min/Max Number of Students:</b>	N/A

### 1. HRTEC TRAINING ROOM RENTAL (Hourly)

SIN	HRTEC Catalog #	Description	Annual GSA Price
611420	HRT-TRN-0713	HRTEC Training/Meeting Room Rental Daily (M-F)	\$93.75
611420	HRT-TRN-0714	HRTEC Training/Meeting Room Rental Weekly (M-F)	\$75.00
611420	HRT-TRN-0715	HRTEC Training/Meeting Room Rental Weekend (S-S)	\$62.00
611420	HRT-TRN-0716	HRTEC Training/Meeting Room Rental Evening (M-F)	\$75.00
611420	HRT-TRN-0717	HRTEC Training/Meeting Room Security Deposit	\$300.00 <sub>1</sub>
54151S	HRT-LBR-5701	Technical Support	\$88.382
54151S	HRT-LBR-5702	Administrative/Support Services	\$45.63 <sub>2</sub>

- 1 Security Deposit refunded after event less any damages to room or equipment.
- 2 Estimate of cost provided prior to event

**30. HRTEC COMMERCIAL PRICE LIST FOR HRTEC PROFESSIONAL SUPPORT SERVICES LABOR  
CATEGORY PRICING: SIN 54151S**

SIN	HRTEC Catalog #	Labor Category	Hourly Rate
54151S	HRT-LBR-5001	Sr. Application Specialist	\$ 126.90
54151S	HRT-LBR-5002	Application Specialist	\$ 91.76
54151S	HRT-LBR-5003	Jr. Application Specialist	\$ 46.72
54151S	HRT-LBR-5004	Sr. Principal Engineer	\$ 156.48
54151S	HRT-LBR-5005	Principal Engineer	\$ 126.90
54151S	HRT-LBR-5006	Sr. Programmer/Web Application Developer	\$ 128.86
54151S	HRT-LBR-5007	Programmer/Web Application Developer	\$ 86.93
54151S	HRT-LBR-5008	Jr. Programmer/Web Application Developer	\$ 48.63
54151S	HRT-LBR-5009	Sr. Web Developer	\$ 128.19
54151S	HRT-LBR-5010	Web Developer	\$ 76.93
54151S	HRT-LBR-5011	Jr. Web Developer	\$ 45.63
54151S	HRT-LBR-5012	Program Manager	\$ 174.68
54151S	HRT-LBR-5013	Project Manager	\$ 151.38
54151S	HRT-LBR-5014	Sr. Technical Task Manager	\$ 112.84
54151S	HRT-LBR-5015	Technical Task Manager	\$ 92.01
54151S	HRT-LBR-5016	Sr. Program Control Specialist	\$ 45.63
54151S	HRT-LBR-5017	Program Control Specialist	\$ 27.58
54151S	HRT-LBR-5018	Sr. Network Administrator	\$ 115.46
54151S	HRT-LBR-5019	Network Administrator	\$ 88.38
54151S	HRT-LBR-5020	Jr. Network Administrator	\$ 43.87
54151S	HRT-LBR-5021	Sr. Network Engineer	\$ 126.90
54151S	HRT-LBR-5022	Network Engineer	\$ 91.76
54151S	HRT-LBR-5023	Jr. Network Engineer	\$ 48.72
54151S	HRT-LBR-5024	Sr. Database Administrator	\$ 105.12
54151S	HRT-LBR-5025	Database Administrator	\$ 79.34
54151S	HRT-LBR-5026	Jr. Database Administrator	\$ 46.72
54151S	HRT-LBR-5027	Principal Security Engineer/Analyst	\$ 248.75
54151S	HRT-LBR-5028	Sr. Security Engineer/Analyst	\$ 212.87
54151S	HRT-LBR-5029	Security Engineer/Analyst	\$ 183.29
54151S	HRT-LBR-5030	Associate Security Engineer/Analyst	\$ 156.71
54151S	HRT-LBR-5031	Sr. Business/Systems Analyst	\$ 126.90
54151S	HRT-LBR-5032	Business/Systems Analyst	\$ 91.76
54151S	HRT-LBR-5033	Jr. Business/Systems Analyst	\$ 63.48

SIN	HRTEC Catalog #	Labor Category	Hourly Rate
54151S	HRT-LBR-5034	Sr. Training Instructor	\$ 92.33
54151S	HRT-LBR-5035	Training Instructor	\$ 76.82
54151S	HRT-LBR-5036	Sr. Data Technician	\$ 71.50
54151S	HRT-LBR-5037	Data Technician	\$ 41.67
54151S	HRT-LBR-5038	Help Desk Specialist	\$ 71.50
54151S	HRT-LBR-5039	Help Desk Technician	\$ 54.36
54151S	HRT-LBR-5040	Sr. Technical Writer/Documentation Specialist	\$ 89.56
54151S	HRT-LBR-5041	Technical Writer	\$ 77.39
54151S	HRT-LBR-5042	Sr. Graphic Specialist	\$ 79.34
54151S	HRT-LBR-5043	Graphic Specialist	\$ 50.44

**31. DESCRIPTION OF INFORMATION TECHNOLOGY PROFESSIONAL SUPPORT SERVICES LABOR CATEGORIES:**

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Application Specialist</li> <li>2. Application Specialist</li> <li>3. Jr. Application Specialist</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Ten (10) years related work experience with three (6) years as a specialist</li> <li>2. Seven (7) years related work experience with three (3) years as a specialist.</li> <li>3. Three (4) years related work experience with three.</li> </ol>
<b>Functional Responsibility:</b>	<p>May perform work on operating systems or applications; prepares system and application documentation, and design specifications, including logical and physical system diagrams. Assists in and/or conducts detailed analysis of defined system specifications and assists in and/or develops methods for problem solution. Converts the symbolic statements of work and processes into detailed design, and coding into a program language. Assists in and/or develops detailed programs and design and produces diagrams indicating mathematical computations, sequence data and solutions. Additionally, is involved with test and system integration (unit and/or software integration) of programs and consequent debugging of errors.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Masters degree in a technical field or an equivalent combination of education, training and work experience</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, Masters degree preferred</li> <li>3. Bachelors degree or equivalent combination of education, training and work experience in a technical field or an equivalent combination of education, training and work experience</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Principal Engineer</li> <li>2. Principal Engineer</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Ten (10) years related work experience with two (4) years as a specialist</li> <li>2. Seven (7) years related work experience with two (2) years as a specialist</li> </ol>
<b>Functional Responsibility:</b>	<p>Designs, implements, and maintains automated systems and applications programs for data resource management. Designs, builds and administers cold fusion powered web site; designs, build cold fusion templates. Plans and designs databases, storage structures and access strategies; determines the content of databases and maintains integrity of data dictionary; provides for security and validation of data for recovery procedures; documents data entities, structures, access procedures and security provisions; implements vendor enhancements to database software; monitors efficiency of databases and related software; and advises and assists applications personnel as needed in conversion of systems to databases.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Masters degree in a technical field or an equivalent combination of education, training and work experience, Doctoral degree preferred</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, Masters degree preferred</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Programmer/Web Application Developer</li> <li>2. Programmer/Web Application Developer</li> <li>3. Jr. Programmer/Web Application Developer</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Seven (7) years related work experience</li> <li>2. Three (3) years related work experience</li> <li>3. One (1) year related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Designs and develops content and services for Internet and Intranet web sites. Knowledge of programming Cold Fusion, .Net, C++, Python, MFC, Windows NT, Oracle, SQL Server, network programming, sockets, TCP/IP, multicasting, HTML, HTTP, JAVA, VRML, and scripting</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Computer Science, or related technical field or equivalent combination of education, training and work experience, Masters degree preferred</li> <li>2. Bachelors degree in Computer Science, or related technical field or equivalent combination of education, training, and work experience</li> <li>3. Associates degree or equivalent combination of education, training and work experience in Computer Science, or related technical field, Bachelors degree preferred</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Web Developer</li> <li>2. Web Developer</li> <li>3. Jr. Web Developer</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Minimum of five (8) years hands on experience with web systems, design, development and implementation</li> <li>2. Minimum of five (5) years hands on experience with web systems, design, development and implementation</li> <li>3. Minimum of five (2) years hands on experience with web systems, design, development and implementation</li> </ol>
<b>Functional Responsibility:</b>	<p>Develop web pages, interfaces, web-enabled databases, and security. Knowledge of HTML, HTTP, JAVA, VRML, web client/server architecture, cloud architecture, CGI scripting, Shockwave, Vbscript, Java Script, Python, Adobe, Real Audio and other platforms/applications as required.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, Masters degree preferred</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience</li> <li>3. Associates degree in a technical field or equivalent combination of education, training and work experience, Bachelors degree preferred</li> </ol>

<b>Commercial Job Title:</b>	Program Manager
<b>Minimum/General Experience:</b>	Twenty (20) years of related work experience.
<b>Functional Responsibility:</b>	Serves as the contract manager and the contractor's principal interface to the Government Contracting Officer (KO), the contract level Contracting Officer's Representative (COR), and customer agency representatives. Responsible for overall management of the contract, development and enforcement of policies and procedures, assuring corporate compliance with all Governmental regulations and policies, supervision of subordinate managers, establishing, measuring, and maintaining contract goals, performance objectives and work standards, resolution of complaints and grievances, establishment of an assurance of compliance with corporate objectives, determination of the techniques, methodologies, and standards to be employed in conduct of company business, and making contractual/business commitments on behalf of the corporation. Responsible for the overall performance of the contract(s)
<b>Minimum Education:</b>	Master's degree in Computer Science, Information Systems, Engineering, Physics Mathematics, Business or other related field or equivalent combination of education, training, and work experience, PMP certification desired

<b>Commercial Job Title:</b>	Project Manager
<b>Minimum/General Experience:</b>	Twelve (12) years of related work experience.
<b>Functional Responsibility:</b>	Serves as the contract project manager for projects assigned, assists the Program Manager with the daily interfacing of the Contracting Officer (KO), Contracting Officer's Representative (COR), and Contracting Officer's Technical Representatives (COTR) for assigned projects and tasks, customer's management personnel, and customer's agency representatives. Responsible for the day-to-day management (personnel, technical, cost and schedule performance of all work performed under assigned project or tasks. Directs and evaluates the work performance of subordinate personnel, responsible for deliverables and customer satisfaction of all work defined by the Statements of Work (SOWs)/Statement of Objectives (SOO)/Performance Work Statement (PWS) for assigned projects and tasks and may perform the functions of the Program Manager during brief absences.
<b>Minimum Education:</b>	Bachelor's degree in Computer Science, Information Systems, Engineering, Physics, Mathematics, Business or other related field or equivalent combination of education, training and work experience, PMP certification desired, Masters degree preferred

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Technical Task Manager</li> <li>2. Technical Task Manager</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Ten (10) years of related work experience</li> <li>2. Six (6) years of related work experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Serves as the technical manager for assigned tasks. Assists the Project Manager in interfacing with the Government Contracting Officer (KO), the contract level Contracting Officer's Representative (COR), the task order level Contracting Officer's Representative (COR) for the pertinent task order, Government management personnel, and customer agency representatives for the purpose of conveying technical information pertinent to task accomplishment. Under the guidance of the Program Manager, responsible for the day-to-day technical management (technical and schedule performance) of all work performed under the assigned task. Makes work assignments and evaluates performance of technical staff within assigned area of responsibility. Formulates and evaluates technical approaches for task accomplishment, implements selected approach and reports progress against defined task accomplishment milestones. Responsible for the complete satisfaction of all technical work defined for assigned tasks.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelor's degree in Computer Science, Information Systems, Engineering, Physics, Mathematics, Business or other related field or equivalent combination of education, training and work experience, PMP certification desired</li> <li>2. Bachelor's degree in Computer Science, Information Systems, Engineering, Physics, Mathematics, Business or other related field or equivalent combination of education, training and work experience, PMP certification desired</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Program Control Specialist</li> <li>2. Program Control Specialist</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Four (4) years of related work experience</li> <li>2. Course work in applicable software applications or one (1) year of related work experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Performs program control and administrative functions in support of the technical staff. Develops forms, performs manual and electronic filing and retrieval, and administers travel. Assists in the generation and replication of documentation and graphics, scans hard copy documentation into electronic form, utilizes office automation software applications in support of the technical staff, including word processors, spreadsheets, database systems, graphical presentation tools, and program management tools. All job functions performed are under the general direction/supervision of program/project management or the technical staff.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. High School Diploma or equivalent combination of education, training and work experience, Associates degree preferred</li> <li>2. High School Diploma or equivalent combination of education, training and work experience</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Network Administrator</li> <li>2. Network Administrator</li> <li>3. Jr. Network Administrator</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Eight (8) years of related network administration experience</li> <li>2. Five (5) years of related network administration experience</li> <li>3. Two (2) years of related network administration experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Performs of daily activities associated with the configuration, maintenance, and administration of computer networks and associated facilities; responsible for monitoring network utilization, analyzing network traffic patterns, and re-configuration of network components for optimal performance, responsible for installation, configuration, optimization and maintenance of all network software applications and hardware components, responsible for maintaining currency of and compliance with licensing for all components and applications installed on the network.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Computer Science, Information Systems, Engineering, Physics Mathematics, Business or other related field or equivalent combination of education, training and work experience, Certification as a Network Administrator by an appropriate professional (e.g., Microsoft, Novell) or academic institution, Security + certification</li> <li>2. Associates degree in Computer Science, Information Systems, Engineering, Physics Mathematics, Business or other related field or equivalent combination of education, training and work experience, Certification as a Network Administrator by an appropriate professional (e.g., Microsoft, Novell) or academic institution, Security + certification, Bachelors degree desired</li> <li>3. Certification as a Network Administrator by an appropriate professional (e.g., Microsoft, Novell) or academic institution, Security+ certification desired, Associates degree desired</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Network Engineer</li> <li>2. Network Engineer</li> <li>3. Jr. Network Engineer</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Seven (7) years of related network or administration experience</li> <li>2. Four (4) years of related network or administration experience</li> <li>3. One (1) year of related network or administration experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Performs network administration activities under the direction of a Senior Network Administrator, including the performance of daily activities associated with the configuration, maintenance and administration of computer networks and associated facilities. Performs installation, configuration, optimization and maintenance of all network software applications and hardware components.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Computer Science, Information Systems, Engineering, Physics Mathematics, Business or other related field or equivalent combination of education, training and work experience, Certification as a Network Engineer by an appropriate professional (e.g., Microsoft, Novell, Microsoft &amp; other OEMs) or academic institution, Network + certification, Security+ certification</li> <li>2. Associates degree in Computer Science, Information Systems, Engineering, Physics Mathematics, Business or other related field or equivalent combination of education, training and work experience, Certification as a Network Engineer by an appropriate professional (e.g., Microsoft, Novell, Microsoft &amp; other OEMs) or academic institution, Network + certification, Security+ certification, Bachelors degree desired</li> <li>3. Certification as a Network Engineer by an appropriate professional (e.g., Microsoft, Novell, Microsoft &amp; other OEMs) or academic institution, Network+ certification, Security+ certification desired, Associates degree desired</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Database Administrator</li> <li>2. Database Administrator</li> <li>3. Jr. Database Administrator</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Eight (8) years of related network administration experience</li> <li>2. Five (5) years of related network administration experience</li> <li>3. Two (2) years of related network administration experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Provides leadership in the design, development, implementation, and maintenance of large relational and/or distributed databases; develops database requirements from operational documentation and user inputs. Provides technical guidance in the selection, implementation, use, optimization, maintenance of data base management systems (DBMS); plans, coordinates, and performs database translation/migration from legacy systems. Establishes requirements, processes, and procedures for data assurance (e.g., validity, reliability, security), performs database replication, data normalization, and data integrity checks; provides end-users guidance and technical assistance for populating databases, structuring data, queries, data manipulations, and the development of reports; may supervise, direct, and/or mentor less senior database administrators in a team; responsibilities may support production and/or development environments.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Computer Science, or related technical field or equivalent combination of education, training and work experience, Masters degree preferred</li> <li>2. Bachelors degree in Computer Science, or related technical field or equivalent combination of education, training, and work experience</li> <li>3. Associates degree in Computer Science, or related technical field or equivalent combination of education, training and work experience, Bachelors degree preferred</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Principal Security Engineer/Analyst</li> <li>2. Sr. Security Engineer/ Analyst</li> <li>3. Security Engineer/Analyst</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Fifteen (15) years of related security experience</li> <li>2. Ten (10) years of related security experience</li> <li>3. Six (6) years of related security experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Performs the analysis, design, development, implementation, and maintenance of information and/or physical security plans, identity management plans; may perform ethical hacking, provide leadership in firewall and intrusion detection/prevention technologies, secure coding practices and threat modeling; may provide subject matter experience and knowledge of Windows and Unix/Linux operating systems, experience in designing secure network architectures, virtualization technologies, database platforms, identity and access management principles, application security, encryption technologies, DNS, SOA, web applications, and cloud. Experience with multiple security tools, hardware, and software; experience with IA and compliance (NIST, DIACAP, FIPS, HIPPA, PCA, etc.), may perform audits and incident response, strong process and procedure ownership and stewardship, may supervise, direct, and/or mentor less senior personnel in a team.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Masters degree in a technical field or an equivalent combination of education, training and work experience, industry recognized security certifications required</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized security certifications required, Masters degree preferred</li> <li>3. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized security certifications required</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Business/Systems Analyst</li> <li>2. Business/Systems Analyst</li> <li>3. Jr. Business/Systems Analyst</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Eight (8) years of related experience</li> <li>2. Five (5) years of related experience</li> <li>3. Two (2) years of related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Position is responsible for serving as a liaison between business groups and/or technology groups in the role of formulating and defining complex systems requirements, scope, and objectives through research and fact-finding combined with an understanding of business systems and industry requirements. Works closely with business customers to understand planned enhancements or systems modifications or specifications for new systems; leads others in business process analysis, needs assessments, technology infrastructure evaluations, and/or preliminary cost/benefits analyses to align information technology solutions with business initiatives. Responsibilities include high level analysis of applications development goals, business and end-user needs, documenting requirements and making recommendations for system logic, enhancements, server capacity planning, or flow as necessary; will use automated tools in the development of artifacts; may guide or coach less experienced staff as appropriate.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Masters degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications required, PMP certification desired</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications required, PMP certification desired, Masters degree preferred</li> <li>3. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications required, PMP certification desired</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Training Instructor</li> <li>2. Training Instructor</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Eight (8) years of related experience</li> <li>2. Five (5) years of related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Employs in-depth knowledge of state of the art and emerging IT technology to perform functions required for development, delivery, and assessment of IT training courses. Develops course outline based on defined course objectives; parses course subject matter into cohesive instructional units, defines instructional approach for each instructional unit addressing daily objectives, presentation approach, required training materials, required ancillary equipment (audio/visual, computer, classroom), and training effectiveness assessment approach. Defines and prepares course materials (handouts, audio/visual training aids, and computer-based training materials, testing materials). Delivers training in accordance with defined training approach; assesses the effectiveness of the training through testing, observation, interviews, and operational scenarios. Reports on training effectiveness with recommendations for improvement; coordinates with program staff on the development of Computer Based Training (CBT), Web Based Training and other distance learning approaches; performs job functions under the direction or supervision of</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications required, Masters degree preferred</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications desired</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Data Technician</li> <li>2. Data Technician</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Five (5) years of related work experience</li> <li>2. One (1) year of related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents for use by technical and non-technical personnel; the preparation of technical documentation for assigned projects in accordance with defined Industry Standards and requirements defined by individual task orders; provides functional guidance, supervision, educational and technical support, and quality assurance/quality control as necessary. Supports senior staff as required and ensures customer requirements and project milestones are met</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Computer Science, or related technical field or equivalent combination of education, training, and work experience</li> <li>2. Associates degree in Computer Science, or related technical field or equivalent combination of education, training and work experience, Bachelors degree preferred</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Help Desk Specialist</li> <li>2. Help Desk Technician</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Five (5) years of related work experience</li> <li>2. One (1) year of related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Participates in a help desk workgroup that provides customer service support activities. Tasks are performed at an advanced level. Interacts with clients via telephone and e-mail to resolve problems beyond the scope of junior staff members, identifies solutions to requirements caused by changes in policy, system upgrades, or advances in technology. Coordinates the design, development, and testing of software to implement these solutions. Responds to client queries regarding network operation, registration, security, computer use, applications software, data file access, data communications, and other technical problems, handles a variety of complex problems in software applications or platforms such as data communication, client-server development, and dial-up configuration or network connectivity. Answers complex technical questions regarding the use of personal computer hardware and software related to network communications, works directly with users to provide customized solutions utilizing company standard software products and services. Simulates or recreates user problems to resolve operating difficulties, provides functional guidance, supervision, technical support, training, and quality assurance/quality control.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Computer Science or related technical field or equivalent combination of education, training, and work experience</li> <li>2. Associates degree in Computer Science or related technical field or equivalent combination of education, training and work experience, Bachelors degree preferred</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Technical Writer/Documentation Specialist</li> <li>2. Technical Writer/Documentation Specialist</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Eight (8) years of related experience</li> <li>2. Five (5) years of related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Prepares and edits documentation incorporating information provided by the customer, specialists, analysts, engineers, and operations personnel. Duties include the writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to defined standards. Coordinates and assists in collecting and organizing information required for preparation of user manuals, training materials, installation guides, proposals, and reports. Edit functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications required, Masters degree preferred</li> <li>2. Bachelors degree in a technical field or an equivalent combination of education, training and work experience, industry recognized certifications desired</li> </ol>

<b>Commercial Job Title:</b>	<ol style="list-style-type: none"> <li>1. Sr. Graphic Specialist</li> <li>2. Graphic Specialist</li> </ol>
<b>Minimum/General Experience:</b>	<ol style="list-style-type: none"> <li>1. Five (5) years of related work experience</li> <li>2. One (1) year of related experience</li> </ol>
<b>Functional Responsibility:</b>	<p>Uses various graphics software (e.g., PowerPoint, Claris Draw, Adobe Photoshop, Microsoft Publisher) to prepare high-end presentation graphics, illustrations, and concept drawings for use in deliverables, responsible for integrating the graphics created with the deliverable documents. Interfaces with the customer to determine the scope of the task and the best graphic medium; ensures that all graphics and multimedia products are completed and delivered on time, within budget, and to customer's satisfaction.</p>
<b>Minimum Education:</b>	<ol style="list-style-type: none"> <li>1. Bachelors degree in Graphic Design or related technical field or equivalent combination of education, training and work experience</li> <li>2. Associates degree in Graphic Design or related technical field or equivalent combination of education, training and work experience, Bachelors degree preferred</li> </ol>