



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

**Schedule: Information Technology Professional Services  
FSC Group 70**

- SIN 132-33: PERPETUAL SOFTWARE LICENSES**  
**FSC CLASS: 7030 INFORMATION TECHNOLOGY SOFTWARE**
- SIN 132-34: MAINTENANCE OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY SOFTWARE**
- SIN 132-50: TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**
- SIN 132-51: INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**  
FPDS Code D301 IT Facility Operation and Maintenance  
FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D308 Millennium Conversion Services (Y2K)  
FPDS Code D310 IT Backup and Security Services  
FPDS Code D311 IT Data Conversion Services  
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services  
FPDS Code D316 IT Network Management Services  
FPDS Code D317 Automated News Services, Data Services, or Other Information Services  
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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!<sup>TM</sup>** a menu-driven database system. The Internet address for **GSA Advantage!<sup>TM</sup>** is <http://www.gsa.gov>.

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

**Contract Period Covered: February 2, 2007 through February 18, 2012**

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

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**Small Business**

*\*HRT's GSA Catalog is current as of June 2, 2009, which reflects the last modification (FX73)\**

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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 micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA *Advantage!*<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA *Advantage!*<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.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 micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

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

**SIN 132-33 Perpetual Software License**

**SIN 132-34 Maintenance of General Purpose Commercial Information Technology Software**

**SIN 132-50 Training Courses for General Purpose Commercial Information Technology Equipment and Software**

**SIN 132-51 Information Technology (IT) Professional Services**

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**1. GEOGRAPHIC SCOPE OF CONTRACT:**

48 contiguous states and the District of Columbia.

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

HRT's Ordering & Payment Information

**Ordering Address**

Human Resources Technologies, Inc.  
Attention: GSA Order Manager  
6416 Grovedale Drive Suite 302B  
Alexandria VA 22310  
Telephone: 703.719.0778  
Fax: 703.719.5607

**Payment Address**

Human Resources Technologies, Inc.  
Attention: Accounts Receivable  
6416 Grovedale Drive Suite 302B  
Alexandria VA 22310

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:

**HRT GSA Sales Representative: 703.719.0778**



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

HRT 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. HRT has registered with the Central Contractor Registration Database.

**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:** HRT 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>
<u>SIN 132-33</u>	<u>30</u> Days
<u>SIN 132-34</u>	<u>30</u> Days
<u>SIN 132-50</u>	To Be Determined
<u>SIN 132-51</u>	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 HRT for the purpose of obtaining accelerated delivery. HRT shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by HRT in writing.) If HRT 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 table:*



**Equal Employment Opportunity Network (EEONet) Software:**

<u>Number of Licenses</u>	<u>Single Workstation License</u>	<u>Multi-Workstation License (up to 10 users)</u>
1	\$2,903.17	\$5,161.20
2-5	\$2,365.55	\$4,301.00
6-10	\$1,989.21	\$3,548.32
11-20	\$1,827.92	\$3,225.75
21-50	\$1,720.40	\$3,010.70
50+	\$1,612.87	\$2,903.17

**Equal Employment Opportunity Network (EEONet) Annual Technical Support:**

<u>Single Workstation License (per site)</u>	<u>Multi-Workstation License (up to 10 users)</u>
\$1,612.87	\$2,145.13

**Equal Employment Opportunity Network (EEONet) Web:**

<u>Number of Licenses</u>	<u>Maximum Cost For Purchased License</u>	<u>Maximum Cost For Subsequent Year Licensing</u>
1-10	\$7,950.00	\$2,000.00
11-50	\$7,950.00+\$695.00 for each additional user beyond 10	\$2,000.00+\$165.00 for each additional user beyond 10
51-100	\$35,750.00+\$595.00 for each additional user beyond 50	\$8,600.00+\$140.00 for each additional user beyond 50
101-200	\$65,500.00+\$495.00 for each additional user beyond 100	\$15,600.00+\$125.00 for each additional user beyond 100
201-350	\$115,000.00+\$395.00 for each additional user beyond 200	\$28,100.00+\$115.00 for each additional user beyond 200

**Equal Employment Opportunity Network (EEONet) Web Hosting:**

<u>Hosting Storage</u>	<u>Hosting – Monthly</u>
0-50mb	\$75.00
51-100mb	\$100.00
101-200mb	\$125.00
201-500mb	\$150.00
501-1gb	\$300.00

**Equal Employment Opportunity Network (EEONet) Two-Day Training Course:**

<b>Course Title:</b>	Using EEONet
<b>Audience:</b>	Users of EEONet Software (EEO Counselors, Assistants, Mgrs., etc.)
<b>GSA Price:</b>	\$940.85 per Student
<b>Length of Training:</b>	2 Days (16 Hours)
<b>Max./Min. Students:</b>	Min. 5 Students – Max. 15 Students
<b>Mandatory and Desirable Prerequisites:</b>	Basic knowledge of EEO complaint process and Microsoft Ops. System



<b>Method of Delivery</b>	<b>Classroom Training</b>
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**Financial Readiness Planner (FRP) Software:**

<u>Number of Licenses</u>	<u>Single Workstation License</u>	<u>Maximum Cost For Purchased License</u>
1-5	\$164.46	\$822.30
6-10	\$153.49	\$1,534.90
11-20	\$142.52	\$2,850.40
21-50	\$138.13	\$6,906.50
51-100	\$135.94	\$13,594.00
100+	\$134.84	\$13,594.00 + (\$134.84 each additional license)

**Financial Readiness Planner (FRP) Annual Technical Support:**

<u>Each License</u>	<b>\$38.39</b>
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**Financial Readiness Planner (FRP) Two-Day Training Course:**

<b>Training Services</b>	
<b>Course Title:</b>	Using EEONet
<b>Audience:</b>	Users of FRP Software (Financial Counselors, Assistants, Mgrs., etc.)
<b>GSA Price:</b>	\$940.85 per Student
<b>Length of Training:</b>	2 Days (16 Hours)
<b>Maximum/Minimum Number of Students:</b>	Minimum of 5 Students Maximum of 15 Students
<b>Mandatory and Desirable Prerequisites:</b>	Basic knowledge of Financial Counseling/Assistance analysis process. Basic knowledge of Microsoft Windows Operating System
<b>Method of Delivery</b>	Classroom Training



**Human Resources Assessment (HRA) Survey Service:**

<u>Number of Requested Passwords</u>	<u>Cost Per Requested Password</u>	<u>Maximum Cost Per Requested Password</u>
1-1,000	\$658.35 (Minimum Order)	\$658.35
1,001-10,000	\$658.35 + (Total Nbr - 1000) x \$0.60	\$6,058.35
10,001-25,000	\$6,058.35 + (Total Nbr - 10,000) x \$0.55	\$14,308.35
25,001-50,000	\$14,308.35 + (Total Nbr - 25,000) x \$0.49	\$26,558.35
50,001-100,000	\$26,558.35 + (Total Nbr - 50,000) x \$0.44	\$48,558.35
100,001-200,000	\$48,558.35 + (Total Nbr - 100,000) x \$0.33	\$81,558.35
200,001-500,000	\$81,558.35 + (Total Nbr - 200,000) x \$0.22	\$147,558.35
500,001 +	\$147,558.35 + (Total Nbr - 500,000) x \$0.16	\$147,558.35 + (\$0.15 each additional password)

**Human Resources Assessment (HRA) Survey Service Web Hosting:**

<u>Number of Requested Passwords</u>	<u>Hosting – Monthly</u>	<u>Backup – Monthly</u>
1-10,000	\$219.35	\$54.84
10,001-25,000	\$438.70	\$109.68
25,001-50,000	\$767.73	\$164.51
50,001 +	\$1,525.49	\$274.19

**Human Resources Assessment (HRA) Administration Training Course:**

<b>Training Services</b>	
<b>Course Title:</b>	HRA Administration
<b>Audience:</b>	Administrators of HRA Survey
<b>GSA Price:</b>	\$74.80 per Hour
<b>Length of Training:</b>	Up to 3 Hours
<b>Maximum/Minimum 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

**128-Bit Secure Socket Layering (SSL):**

<u>Annual License</u>	\$900.00
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**Domain Registration:**

<u>Annual Registration</u>	\$35.00
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**HRT's IT Professional Services:**

<u>Professional Labor Category</u>	<u>Hourly Rate</u>
Senior Application Specialist	\$126.90
Programmer/Web Application Developer	\$ 76.93



Senior Web Developer	\$128.19
Web Developer	\$ 76.93
Principal Engineer	\$126.90

**Note: Please refer to pricelist for licensing information.**

- c. Dollar Volume – *None*
- d. Government Educational Institutions – *Not Applicable*
- e. 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:
  - Special Item Number 132-33 – Perpetual Software License
  - Special Item Number 132-51 – Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 - Training Courses

Note: Maximum orders do not apply to Special Item Number 132-34 Maintenance of Software.

**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) 132-51 IT Professional Services and 132-52 EC 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!<sup>TM</sup>” 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!<sup>TM</sup>” 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, HRT 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 PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-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!*<sup>TM</sup> by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.fss.gsa.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 HRT 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 552.238-74, 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 applies. 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 132-8.

## **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 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) 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**



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) HRT warrants that it has the right to license the Program Products. HRT further warrants that the Program Products at installation will operate substantially in accordance with the user manuals provided by HRT. 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 HRT it may affect the performance of the Program Products.
- (ii) Commencing on the delivery date and continuing for a period of 90 days thereafter, HRT 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, HRT will charge the applicable hourly rate.
- (iii) Except as described above, HRT 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. HRT will not be liable to the Government for consequential damages for any special, indirect, incidental, consequential or punitive damages of any nature. HRT's total liability for any reason shall not exceed amounts paid to HRT by the Licensee for license fees resulting from any defect or deficiencies in accepted items. In the absence of a specific written agreement, HRT 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 of providing 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 HRT's pricelist for more information regarding our technical support services.

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

a. Software maintenance service shall include the following:

HRT 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 HRT representative, physically distributed on designated media, or the customer may be directed to access the patch via the HRT website. The HRT 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 (132-34):**



- 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 - (132-32, 132-33, AND 132-34):**

- 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 - (132-32 AND 132-33):**

Not Applicable

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:**

**EEONet Software.** The EEONet application is an 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 data basing system that allows automated EEO reports required by EEOC and a variety of other reports that can be customized to user/management 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 HRT's Military Equal Opportunity software (EONet-MIL) 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 life cycle management of EEO issues.



**The following is a description of the software license and related services:**

**EEONet Software License.** Purchase of a “Single-Workstation” license entitles the customer to have the software installed on a single computer. Purchase of a “Multi-Workstation” license entitles the customer to have the software installed on up to 10 workstations at one location. A multi-workstation license cannot be used to install software on workstations at different locations. The EEONet software may be used with Windows 95, 98, NT, 2000, ME, XP (testing currently underway), and Pentium II through IV.

**Onsite Installation/Setup Software.** The EEONet software is designed to be installed and set up by the user. If assistance is required onsite with installation or setup, HRT can provide onsite support at the hourly rate outlined in the pricing information below.

**Customized Programming.** In order to ensure the EEONet software meets the needs of the client, HRT offers customized programming service that tailors the software 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, HRT will provide the client an estimate of costs for approval. Customized programming is performed at HRT’s facility in accordance with the pricelist.

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

**Financial Readiness Program Software (FRP).** The Financial Readiness Planner (FRP) is a standardized financial counseling software application designed for personal financial counselors to use as an analysis tool during interactions with their clients. The FRP offers a collection of features specifically built for providing budget restructuring and debt reduction assistance to the client.

The FRP offers a number of counselor and management oriented features and is designed to gather financial profile demographics from each client to identify where and to which group of people to market the financial management campaign. The data can provide management with accurate demographic information on the financial wellness of individuals within their organization.

The FRP may be purchased as either a single-workstation license, which entitles the customer to have the software installed on a single computer, or multiple licenses which allow the FRP to be run using a commonly accessible central database file.

The FRP is configured for financial planners and can be easily modified to meet the specific organizational needs of each Agency.

The FRP offers a collection of features specifically built for providing budget restructuring and debt reduction assistance to the client:

- a debt reduction planner that encourages entry of all monthly debts (credit cards, auto payments, etc.) and then allows choosing from a large selection of payment plans
- a series of screens designed to lead an intake specialist through the process of recording the details of clients’ current and projected financial situations
- an Excel spreadsheet offering interactive “what-if” planning capabilities – allows the client to see the results of re-budgeting immediately
- printed reports for counselor or client use in financial planning
- a printable debt payment scheduler, showing payment amount and date each payment should be mailed to ensure on-time payments



- bar chart depictions of “before and after” debt pay-down plans – graphically shows the client the benefits of adopting a debt reduction payment plan

The FRP also offers a number of features useful to management at all levels:

- collection of demographic information to support program, personnel, and budget decisions, with built-in export/import routines for sending demographic data up the chain of command
- identification of family financial readiness trouble areas
- data can contribute to a financial needs assessment throughout an organization
- can help identify target areas for marketing financial counseling awareness
- can provide useful data pertaining to spouse’s or client’s “second job” income and its impact on family financial health and organizational readiness

**FRP Software License.** The FRP is designed to run using a commonly accessible central database file. In cases where only one user may be entering financial information and assisting clients, the FRP can run as a stand-alone software program on a single computer.

The FRP software is compatible with Windows 95 and above, Pentium II through IV, and requires a minimum of 32 MB RAM and 30 MB available hard drive space.

**Guarantee/Warranty.** HRT warrants that it has the right to license the FRP software. HRT further warrants that the FRP software at installation will operate in accordance with the statement of work under the agreement between the client and HRT. 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 HRT, it may affect the performance of the FRP software.

Commencing on the delivery date and continuing for a period of 90 days thereafter, HRT 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, HRT will provide software patches to users with the purchase of an annual maintenance agreement. No support will be provided beyond the 90-day warranty period to the users without an annual maintenance agreement.

Except as described above, HRT makes no written, oral, statutory, express or implied warranties concerning the FRP software, and expressly disclaims any warranties of merchantability and fitness for a particular purpose. HRT will not be liable to the Government for consequential damages for any special, indirect, incidental, consequential or punitive damages of any nature. HRT’s total liability for any reason shall not exceed amounts paid to HRT 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 HRT, it may affect the performance of the FRP 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.

**Maintenance Agreement/Technical Support.** The FRP Maintenance Agreement includes functionality improvements (excluding new version upgrades), email support, 24-hour access to HRT’s FAQ’s and Technical Support web site, and two incident support service calls to the HRT 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.



Licensing of the FRP software includes 90 days of technical support as provided for under the Guarantee/Warranty.

**Customized Programming.** In order to ensure the FRP software meets the needs of the client, HRT 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. Prior to performing any customized programming, HRT will provide the client an estimate of costs for approval. Customized programming is performed at HRT's facility at the programming rate of \$126.90 per hour.

**Human Resources Assessment Survey (HRA).** The Human Resources Assessment (HRA) Program is a web-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 on-line, web-based HRA 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, web-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 web 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 group password accesses to the HRA survey. The HRA survey may be accessed with any web-connected computer running the following web browsers: Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 4.75 or higher.

**Guarantee/Warranty.** HRT provides the HRA Survey Service on the Internet subject to compliance with the terms and conditions outlined in Section 14 of 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 HRT's FAQ's and Technical Support web site, and technical support service calls to the HRT 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 client, HRT offers a customized programming service that tailors the survey to the client's specifications. Prior to customizing any surveys, HRT will provide the client an estimate of costs for approval. Customized programming is performed at HRT's facility at the programming rate of \$126.90 per hour.

## 11. 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 INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50):**

**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 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.

None



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

### **1. SCOPE:**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC 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 132—51 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 SIN 132-51. 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 BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(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 BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs 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 BPAs 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.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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

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

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

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

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 HRT's Commercial Price list for labor category descriptions and rates.

**17. HRT COMMERCIAL PRICE LIST FOR EEONet SOFTWARE MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES SIN 132-33, 132-34, 132-50, AND 132-51:**

**27. EEONet SOFTWARE AND SERVICES:**

- **EEONet Software.** The EEONet application is an 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 databasing system that allows automated EEO reports required by EEOC and a variety of other reports that can be customized to user/management requirements.
- **EEONet Software License.** Purchase of a "Single-Workstation" license entitles the customer to have the software installed on a single computer. Purchase of a "Multi-Workstation" license entitles the customer to have the software installed on up to 10 workstations at one location. A multi-workstation license cannot be used to install software on workstations at different locations. The EEONet software may be used with Windows 95, 98, NT, 2000, ME, XP (testing currently underway), and Pentium II and above (or equivalent) processors.
- **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 HRT 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.



- **Onsite Installation/Software Setup.** The EEONet software is designed to be installed and set up by the user. If assistance is required onsite with installation or setup, HRT can provide onsite support at the hourly rate outlined in the pricing information below.
- **Customized Programming.** In order to ensure the EEONet software meets the needs of the client, HRT 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, HRT will provide the client an estimate of costs for approval. Customized programming is performed at HRT’s facility at the rate outlined below.
- **Two Day Training Course.** HRT 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 HRT’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 HRT facility. If training is conducted at locations other than the HRT 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
- **EnergyStar Compliant.** Not applicable to software.

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

<u>Number of Licenses</u>	<u>Single Workstation License</u>	<u>Multi-Workstation License (up to 10 users)</u>
1	\$2,903.17	\$5,161.20
2-5	\$2,365.55	\$4,301.00
6-10	\$1,989.21	\$3,548.32
11-20	\$1,827.92	\$3,225.75
21-50	\$1,720.40	\$3,010.70
50+	\$1,612.87	\$2,903.17
<b>Maintenance/Annual Technical Support/per License</b>	<b>\$1,612.87</b>	<b>\$2,145.13</b>



**29. EEONET ON-SITE INSTALLATION/CUSTOMIZED PROGRAMMING AND TRAINING SERVICES PRICING:**

<u>Category of Service</u>	<u>Price</u>
<b>On-Site Installation/Setup of Software:</b>	<b>\$102.15/hr.<sup>1</sup></b>
<b>Customized Programming:</b>	<b>\$126.90/hr.<sup>1</sup></b>

<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.

<b>Training Services</b>	
<b>Course Title:</b>	<b>Using EEONet</b>
<b>Audience:</b>	<b>Users of EEONet Software (EEO Counselors, Assistants, Mgrs., etc.)</b>
<b>GSA Price:</b>	<b>\$940.85 per Student</b>
<b>Length of Training:</b>	<b>2 Days (16 Hours)</b>
<b>Maximum/Minimum Number of Students:</b>	<b>Minimum of 5 Students Maximum of 15 Students</b>
<b>Mandatory and Desirable Prerequisites:</b>	<b>Basic knowledge of EEO compliant process. Basic knowledge of Microsoft Windows Operating System</b>
<b>Method of Delivery</b>	<b>Classroom Training</b>

**30. HRT COMMERCIAL PRICE LIST FOR FRP SOFTWARE MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES SIN 132-33, 132-34, AND 132-51:**

**FRP SOFTWARE AND SERVICES:**

- **FRP Software.** The Financial Readiness Planner (FRP) is a standardized financial counseling software application designed for personal financial counselors to use as an analysis tool during interactions with their clients. The FRP offers a collection of features specifically built for providing budget restructuring and debt reduction assistance to the client.

The FRP offers a number of counselor and management oriented features and is designed to gather financial profile demographics from each client to identify where and to which group of people to market the financial management campaign. The data can provide management with accurate demographic information on the financial wellness of individuals within their organization.

- **FRP Software License.** The FRP is designed to run using a commonly accessible central database file. In cases where only one user may be entering financial information and assisting clients, the FRP can run as a stand-alone software program on a single computer.

The FRP software is compatible with Windows 95 and above, Pentium II through IV, and requires a minimum of 32 MB RAM and 30 MB available hard drive space.

- **Maintenance Agreement/Technical Support.** The FRP Maintenance Agreement includes functionality improvements (excluding new version upgrades), email support, 24-hour access to HRT’s FAQ’s and Technical Support web site, and two incident support service call to the HRT service center (the service center operates



Monday through Friday, except for 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.

- **Onsite Installation/Software Setup.** The FRP software is designed to be installed and set up by the user. If assistance is required onsite with installation or setup, HRT can provide onsite support at the hourly rate outlined in the pricing information below.
- **Customized Programming.** In order to ensure the FRP software meets the needs of the client, HRT 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, HRT will provide the client an estimate of costs for approval. Customized programming is performed at HRT’s facility at the rate outlined below.
- **EnergyStar Compliant.** Not applicable to software.

**31. FRP SOFTWARE LICENSING/MAINTENANCE PRICES:**

<u>Number of Licenses</u>	<u>Single Workstation License</u>	<u>Maximum Cost For Purchased License</u>
1-5	\$164.46	\$822.30
6-10	\$153.49	\$1,534.90
11-20	\$142.52	\$2,850.40
21-50	\$138.13	\$6,906.50
51-100	\$135.94	\$13,594.00
100+	\$134.84	\$13,594.00 + (\$134.84 each additional license)

**Maintenance Agreement/Technical Support:**

The FRP Maintenance Agreement includes functionality improvements (excluding new version upgrades), email support, 24-hour access to HRT’s FAQ’s and Technical Support web site, and two incident support service calls to the HRT 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.

**32. FRP ON-SITE INSTALLATION AND CUSTOMIZED PROGRAMMING PRICING:**

<u>Category of Service</u>	<u>Price</u>
<b>On-Site Installation/Setup of Software:</b>	<b>\$102.15/hr.<sup>1</sup></b>
<b>Customized Programming:</b>	<b>\$126.90/hr.<sup>1</sup></b>

<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.



### **33. HRT COMMERCIAL PRICE LIST FOR HRA SURVEY MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES SIN 132-33, 132-34, AND 132-51:**

#### **HRA SURVEY AND SERVICES:**

- **HRA Survey.** The Human Resources Assessment (HRA) Program is a web-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 on-line, web-based HRA 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, web-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 web 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 group password accesses to the HRA survey. The HRA survey may be accessed with any web-connected computer running the following web browsers: Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 4.75 or higher.
- **Guarantee/Warranty.** HRT provides the HRA Survey Service on the Internet subject to compliance with the terms and conditions outlined in Section 14 of 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 HRT's FAQ's and Technical Support web site, and technical support service calls to the HRT 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 client, HRT offers a customized programming service that tailors the survey to the client's specifications. Prior to customizing any surveys, HRT will provide the client an estimate of costs for approval. Customized programming is performed at HRT's facility at the programming rate of \$126.90 per hour.
- **EnergyStar Compliant.** Not applicable to software.



**34. HRA SURVEY SERVICE LICENSING:**

<u>Number of Requested Passwords</u>	<u>Cost Per Requested Password</u>	<u>Maximum Cost Per Requested Password</u>
1-1,000	\$658.35 (Minimum Order)	\$658.35
1,001-10,000	\$658.35 + (Total Nbr - 1000) x \$0.60	\$6,058.35
10,001-25,000	\$6,058.35 + (Total Nbr - 10,000) x \$0.55	\$14,308.35
25,001-50,000	\$14,308.35 + (Total Nbr - 25,000) x \$0.49	\$26,558.35
50,001-100,000	\$26,558.35 + (Total Nbr - 50,000) x \$0.44	\$48,558.35
100,001-200,000	\$48,558.35 + (Total Nbr - 100,000) x \$0.33	\$81,558.35
200,001-500,000	\$81,558.35 + (Total Nbr - 200,000) x \$0.22	\$147,558.35
500,001 +	\$147,558.35 + (Total Nbr - 500,000) x \$0.16	\$147,558.35 + (\$0.15 each additional password)

**35. HRA WEBSITE HOSTING PRICING:**

<u>Number of Requested Passwords</u>	<u>Hosting – Monthly</u>	<u>Backup – Monthly</u>
1-10,000	\$219.35	\$54.84
10,001-25,000	\$438.70	\$109.68
25,001-50,000	\$767.73	\$164.51
50,001 +	\$1,525.49	\$274.19

**36. HRA CUSTOMIZED PROGRAMMING PRICING:**

<b>Customized Programming:</b>	<b>\$126.90/hr. <sup>1</sup></b>
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<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.



## **ERA Survey Service - License, Warranty, and Professional Support**

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**ERA Survey Service.** The Employee Relations Assessment (ERA) is a web-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, trust in the organization, organizational commitment, sexual harassment/discrimination, differential behavior towards minorities, and positive equal opportunity behaviors. The ERA on-line survey 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 provides objectivity, respondent anonymity, and complete local Administrator Control. The local Administrator is provided access to an on-line secure web site 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 group password accesses to the ERA survey. The ERA survey may be accessed with any web-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.** HRT provides the ERA Survey Service on the Internet subject to compliance with the terms and conditions outlined in Section 14 of 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.



## ERA Survey Service - Licensing/Maintenance and Technical Support Prices

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HRT Model #	Number of Requested Passwords	Cost Per Requested Password	Maximum Cost Per Requested Passwords
HRT-ERA-0201	1 - 250	\$400.00 (minimum order)	\$400
HRT-ERA-0202	251 - 500	\$400 + (Total Nbr - 250) X \$1.30	\$725
HRT-ERA-0203	501 - 1,000	\$725 + (Total Nbr - 500) X \$1.20	\$1,325
HRT-ERA-0204	1,001 - 1,500	\$1,325 + (Total Nbr - 1,000) X \$1.10	\$1,875
HRT-ERA-0205	1,501 - 2,000	\$1,875 + (Total Nbr - 1,500) X \$1.00	\$2,375
HRT-ERA-0206	2,001 - 5,000	\$2,375 + (Total Nbr - 2,000) X \$0.90	\$5,075
HRT-ERA-0207	5,001 - 10,000	\$5,075 + (Total Nbr - 5,000) X \$0.75	\$8,825
HRT-ERA-0208	10,001 - 25,000	\$8,825 + (Total Nbr - 10,000) X \$0.60	\$17,825
HRT-ERA-0209	25,001 - 50,000	\$17,825 + (Total Nbr - 25,000) X \$0.50	\$30,325



## **TERMS AND CONDITIONS OF INSTALLATION:**

### **(a) General Scope of Service**

HRT will notify the client of the required equipment configuration and the client must agree to provide that environment prior to installation. Basic installation support is provided from 9:00 AM to 5:00 PM EST, Monday through Friday, excluding holidays.

HRT 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 a HRT representative, physically distributed on designated media, or the customer may be directed to access the patch via the HRT website. The HRT 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.

## **TERMS AND CONDITIONS FOR HRT SOFTWARE LICENSES:**

### **(a) The terms and conditions of this paragraph, along with the applicable purchase order, govern the license of software products from HRT.**

- ) HRT agrees to sell and Licensee agrees to purchase a nontransferable and non-exclusive license to incorporate the computer products listed on the Purchase Order.
- ) The license granted by this Agreement is limited to use of the Program Products (a) in computers located at the geographic location identified on the Purchase Order (the "Site") or, upon notification as provided herein, (i) such site which permanently replaces the Site, or (ii) such site used by Licensee in accordance with its disaster recovery plans and procedures until return to the Site can be effected; (b) by the maximum number of simultaneous users indicated on the Purchase Order; and (c) for the internal use of Licensee.

### **(b) Acceptance:**

Acceptance will be deemed to have occurred on the tenth calendar day after installation for those products not having a testing period. HRT shall only tender for acceptance those items that conform to the requirements of this contract.

### **(c) Guarantee:**

All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for a period of 90 days, beginning on the first day of acceptance.

### **(d) Technical Services:**

HRT will charge separately for:

- Software Service calls outside of the applicable scope of contracted service or coverage hours; 9:00 AM to 5:00 PM EST, Monday-Friday, excluding holidays.
- Remote telephone support for software that is NOT the current release and where the reported problem is fixed in the current release.
- Service relating to installation, de-installation and movement of software.
- Remote telephone support when a virus is detected on the customer's hard drive.
- Support of HRT software that has been altered/customized by the customer or a third party that has not been approved by HRT.



- Remote telephone technical support of multiple users.

(e) **Indemnification:**

HRT shall defend and indemnify and hold harmless the Licensee, its affiliates, directors, officers, employees and agents against and from any and all suits, actions, proceedings at law or in equity, claims (groundless or otherwise), liabilities, losses, damages, payments, deficiencies, settlements, penalties, fines, costs and legal and other expenses (including reasonable fees and disbursements of counsel selected by the Licensee or incurred by the Licensee), arising out of or in connection with any claim that the Program Products, as used within the scope of this Agreement, infringe or violate any United States patent, copyright, trademark, trade secret or other proprietary right, whether or not such claim is successful, provided that the Licensee promptly notifies HRT in writing of such alleged infringement or violation and provided further that in no event shall HRT be liable for any compromise or settlement entered into without HRT's prior written consent.

If the Licensee asserts that HRT has become obligated to the Licensee pursuant to this Section or in the event that any such claim is made as a result of which HRT may become obligated to the Licensee under this section, HRT shall have the right, with counsel of its own choosing, to control and defend, contest, settle and otherwise protect against any such claim. The Licensee shall cooperate fully with HRT in the defense of any such claim.

If the Licensee's use of the Program Products shall be prevented by an injunction or court order because of any such infringement, HRT shall, at no expense, loss or damage to the Licensee and at HRT's option, either (a) replace such Program Products with equally suitable software free from infringement; (b) modify such Program Products so that they will be free from infringement; or (c) by license or other release from claim of infringement, procure for the Licensee's benefit the right to use such Program Products; or (d) after HRT has demonstrated to the Licensee its good faith efforts to achieve the foregoing without success, accept the return of the Program Products from the Licensee and make a pro-rata refund of all license fees on a five year straight-line basis.

(i) **Force Majeure:**

Neither the Licensee nor HRT shall be held responsible nor be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay is the result of causes (a) beyond the control and (b) without the negligence of the party with respect to whose obligations such delay or failure in performance has occurred.

**37. HRT PRODUCTS SUPPORT AGREEMENT:**

Please read the following Terms and Conditions carefully before ordering your Support Agreement. Ordering your Support Agreement indicates your acceptance of these terms and conditions. This offer is good only in the US and US Federal Government locations. Human Resources Technologies, Incorporated (HRT) and Licensee hereby agree that the following terms and conditions shall govern the delivery of support services by HRT to Licensee under the Support program with respect to applicable registered HRT products. This Support Agreement is effective upon receipt and acceptance of your order by HRT.



**( ) Services:**

HRT will provide the services as described in this agreement.

**( ) Exclusions:**

HRT shall not be required to provide any Services relating to problems arising out of (i) Licensee's use of the Products in a manner for which they were not designed, (ii) accident, (iii) Licensee's negligence, misuse or modification of the Products, or (iv) versions of Products other than the most recent version (e.g., 5.x) and one version back (e.g., 4.x).

**( ) Term and Termination:**

This Support Agreement shall terminate immediately upon nonpayment of the price for the Services ordered. If you find that you are not satisfied with the Services, you may request a full refund of the annual fee within the first thirty (30) days after activation. HRT will prorate and refund fees paid by you based on your activation date and the date of cancellation. Refund requests and other notices must be sent in writing to: HRT, Inc., 6416 Grovedale Dr., Suite 302-B, Alexandria, VA 22310.

**(c) Warranty and Disclaimer:**

HRT will use reasonable efforts to provide the Services under this Support Agreement in a professional manner, but HRT cannot guarantee that every question or problem raised by Licensee will be resolved. Nothing in this Support Agreement shall be construed as expanding or adding to the warranty for the Licensed Software in the License Agreement. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, HRT MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS SERVICE AGREEMENT, AND HRT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE PURPOSE FOR WHICH THE PRODUCT WAS INTENDED.

**(d) Limitation of Liability:**

HRT'S LIABILITY UNDER THIS SERVICE AGREEMENT IS LIMITED TO THE AMOUNTS PAID BY LICENSEE FOR THE SERVICES ORDERED BY LICENSEE. IN NO EVENT SHALL HRT HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT HRT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**(e) Additions:**

Any additional services added to this Support Agreement by written notice to Licensee will be governed by the terms of this Support Agreement.

**(f) General:**

Licensee may not transfer this Support Agreement. This Support Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Licensee and HRT



concerning the subject matter of this Support Agreement and constitutes the entire agreement between HRT and Licensee regarding provision of Services.

**(g) Coverage:**

- Unlimited Incidents - An incident is defined as a single, discrete problem. It is not necessarily just one telephone call or electronic mail message.
- Product Upgrades – Plan includes all maintenance and minor upgrades through your contract period. Plan does not include major version changes and modules not included in the original purchased version.
- Standard Customer Support – Support under this agreement will be provided via telephone, electronic mail, facsimile, or conventional mail. Onsite customer support is available at current posted rates.
- Business Hours – Normal Technical Support hours are from 9:00 a.m. to 5:00 p.m. EST, Monday through Friday. Incidents may be submitted after business hours via electronic mail, facsimile or voice mail.

**38. PROFESSIONAL SUPPORT SERVICES LABOR CATEGORY PRICING:**

<u>Labor Category</u>	<u>Hourly Rate</u>
Sr. Application Specialist	\$126.90
Principal Engineer	\$126.90
Programmer/Web Application Developer	\$ 76.93
Sr. Web Developer	\$128.19
Web Developer	\$ 76.93
Program Manager	\$144.48
Project Manager	\$134.74
Technical Task Manager	\$ 92.01
Program Control Specialist	\$ 27.58
Sr. Network Administrator	\$ 88.38
Network Engineer	\$ 69.91
Sr. Database Administrator	\$ 93.12
Database Administrator	\$ 74.34
Computer Training Instructor	\$ 92.33
Sr. Data Technician	\$ 71.50
Help Desk Technician	\$ 54.36
Technical Writer	\$ 77.39
Graphic Specialist	\$ 50.44

**39. DESCRIPTION OF INFORMATION TECHNOLOGY LABOR CATEGORIES:**

Commercial Job Title: Sr. Application Specialist

*Minimum/General Experience:* Seven (7) years related work experience with three (3) years as a specialist.  
*Functional Responsibility:* May perform work on operating systems or applications. Prepares a variety of computer programs, associated documentation and design specifications, including logical system design diagrams. Assists in and/or conducts detailed analysis of defined system specifications and assists in and/or develops methods for problem solution. Converts symbolic statements of work processes to detailed design and coding into 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.  
*Minimum Education:* MS in a technical field or an equivalent combination of education, training and work experience.

Commercial Job Title: Principal Engineer

*Minimum/General Experience:* Seven (7) years related work experience with two (2) years as a specialist.

*Functional Responsibility:* 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.

*Minimum Education:* BA/BS in a technical field or an equivalent combination of education, training and work experience.

Commercial Job Title: Programmer/Web Application Developer

*Minimum/General Experience:* Three (3) years related work experience.

*Functional Responsibility:* Designs and develops content and services for Internet and Intranet web sites. Knowledge of C++ Programming, MFC, Windows NT, Oracle, SQL Server. Network programming: sockets, TCP/IP, multicasting, HTML, HTTP, JAVA and VRML.

*Minimum Education:* BS in Computer Science, or related technical field.

Commercial Job Title: Sr. Web Developer

*Minimum/General Experience:* Minimum of five (5) years hands on experience with Web systems, design, development and implementation.

*Functional Responsibility:* Develop web pages, interfaces, web-enabled databases and web security.

Knowledge of HTML, HTTP, JAVA, VRML web client/server architecture, CGI scripting, Shockwave, Vbscripts, Adobe, Real Audio and other platforms/applications as required.

*Minimum Education:* BA/BS in a technical field or an equivalent combination of education, training and work experience.

Commercial Job Title: Web Developer

*Minimum/General Experience:* Minimum of two (2) years hands on experience with Web systems, design, development and implementation.

*Functional Responsibility:* Develop web pages, interfaces, web-enabled databases and web security.

Knowledge of HTML, HTTP, JAVA, VRML, web client/server architecture, CGI scripting, Shockwave, Vbscripts, Adobe, Real Audio and other platforms/applications as required.

*Minimum Education:* BA/BS in a technical field or an equivalent combination of education, training and work experience.

Commercial Job Title: Program Manager

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

*Functional Responsibility:* 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 and 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.

*Minimum Education:* Master's degree or equivalent in Computer Science, Information Systems, Engineering, Physics, Mathematics, Business or other related field.

Commercial Job Title: Project Manager

*Minimum/General Experience:* Twelve (12) years of related work experience.

*Functional Responsibility:* Serves as the contract project manager for task orders. Assists the Program Manager in interfacing with the Government Contracting Officer (KO), the contract level Contracting Officer's Representative (COR), the task order level Contracting Officer's Representatives (CORs) for assigned task orders, Government management personnel, and customer agency representatives with respect to assigned task orders. Responsible for the day-to-day management (personnel, technical, cost and schedule performance) of all work performed under assigned task order. Allocates assigned resources for performance of task orders. Evaluates performance within assigned area of responsibility. Responsible for the complete satisfaction of all work defined by the Statements of Work (SOWs) for assigned task order. May perform the functions of the Program Manager during brief absences.

*Minimum Education:* Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Physics, Mathematics, Business or other related field.

Commercial Job Title: Technical Task Manager

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

*Functional Responsibility:* 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.

*Minimum Education:* A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Physics, Mathematics, Business or other related field.

Commercial Job Title: Program Control Specialist

*Minimum/General Experience:* Course work in applicable software applications or one (1) year of related work experience.

*Functional Responsibility:* 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. Employs office automation software applications in support of the technical staff, including word processors, spreadsheets, database systems, graphical presentation tools and program management tools. Performs under the direction or supervision of program management or technical staff.

*Minimum Education:* High School Diploma.

Commercial Job Title: Sr. Network Administrator

*Minimum/General Experience:* Five (5) years of related network administration experience.

*Functional Responsibility:* Oversees the activities of Network Administrators in the performance 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.

*Minimum Education:* Certification as a Network Administrator by an appropriate professional (e.g., Microsoft, Novell) or academic institution.

Commercial Job Title: Network Engineer

*Minimum/General Experience:* One (1) year of related network administration experience.

*Functional Responsibility:* 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.

*Minimum Education:* Certification as a Network Administrator by an appropriate professional (e.g., Microsoft, Novell) or academic institution.

Commercial Job Title: Sr. Database Administrator

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

*Functional Responsibility:* 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 and 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). Provides guidance and technical assistance to users in populating databases, structuring data and queries, performing data manipulations and developing reports. Responsible for mentoring less senior database architect personnel.

*Minimum Education:* Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Physics, Mathematics or other related field.

Commercial Job Title: Database Administrator

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

*Functional Responsibility:* Performs 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 and 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). Provides guidance and technical assistance to users in populating databases, structuring data and queries, performing data manipulations and developing reports. Responsible for mentoring less senior database architect personnel.

*Minimum Education:* Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, Physics, Mathematics or other related field.

Commercial Job Title: Computer Training Instructor

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

*Functional Responsibility:* 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, 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 engineering staff on the development of Computer Based Trainers, Web Based Training and other distance learning approaches. Performs under the direction or supervision of program/project management.  
*Minimum Education:* Bachelor's degree or equivalent.

**Commercial Job Title: Sr. Data Technician**

*Minimum/General Experience:* Five (5) years of related work experience.

*Functional Responsibility:* Gathers, analyzes and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. 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.

*Minimum Education:* Bachelor's degree or equivalent.

**Commercial Job Title: Help Desk Technician**

*Minimum/General Experience:* Four (4) years of related work experience.

*Functional Responsibility:* 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.

*Minimum Education:* Bachelor's degree or equivalent.

**Commercial Job Title: Technical Writer**

*Minimum/General Experience:* Five (5) years of related work experience.

*Functional Responsibility:* Prepares and edits documentation incorporating information provided by the client, 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.

*Minimum Education:* Bachelor's degree or equivalent.



**Commercial Job Title: Graphic Specialist**

*Minimum/General Experience:* Two (2) years of related experience.

*Functional Responsibility:* Uses various PC graphics products (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 on time, within budget, and to user's satisfaction.

*Minimum Education:* Associate's degree in graphic design or electronic imaging.