

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

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

Schedule for
**PROFESSIONAL ENGINEERING SERVICES (PES)
FSC Group 87, Class 871**

**Contract Number: GS-23F-0184L
Modification Number: PS-0004, dated 4/29/11**

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

Contract Period: Option Period 2, May 1, 2011 Through April 30, 2016

**Science and Technology Corporation
10 Basil Sawyer Drive
Hampton, VA 23666
<http://www.stcnet.com>**

**Main Tel No. (757) 766-5800
Contract Admin: Elyse A. Webb
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**SIC/NAISC Code: 8731/541710
Business Size: Certified Small Disadvantaged**

**SIC/NAISC Code: 8711/541330
Business Size: Large**

Prices shown herein are net (discount deducted)

CUSTOMER INFORMATION

1. Where you will find:	Page
a. Awarded Special Item Numbers (SINs)	
871-1 & 871-1RC Strategic Planning for Technology Programs	6
871-2 & 871-2RC Concept Development and Requirements Analysis	7
871-3 & 871-3RC System Design and Integration	7
871-4 & 871-4RC Test and Evaluation	7
871-5 & 871-5RC Integrated Logistics Support	8
871-6 & 871-6RC Acquisition and Life Cycle Support	8
b. Labor Category Rates	13
c. Labor Category Descriptions	15
2. Maximum Order -- \$750,000	
3. Minimum Order -- \$100	
4. Geographic Coverage (Delivery Area) – Professional engineering services provided for domestic and/or overseas use	
5. Point(s) of Production (City, County, and State or Foreign Country) – Determined by individual task orders	
6. Discount From List Prices or Statement of Net Price – Prices shown herein are net (discount deducted)	
7. Quantity Discounts – Determined by individual task orders	
8. Prompt Payment Discount and Terms – 1% Discount if payment is received within 30 days	
9. Government Purchase Credit Cards – Accepted up to and above the micropurchase threshold	
10. Foreign Items – Not applicable	
11. Time of Delivery – Determined by individual task orders	
12. FOB Point – Destination	

13. Ordering Address –

Science and Technology Corporation
Attn: Contracts Dept
10 Basil Sawyer Drive
Hampton, VA 23666

14. Payment Address –

Science and Technology Corporation
Attn: Accounts Receivable
10 Basil Sawyer Drive
Hampton, VA 23666

15. Warranty Provisions – STC warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

16. Export Packing Charges – Not applicable

17. Data Universal Number System (DUNS) Number – 01-906-6810

18. Central Contractor Registration (CCR) Database – STC is registered in the CCR database. For this contract, use the following address:

Science and Technology Corporation
10 Basil Sawyer Drive
Hampton, VA 23666

19. Additional Information for Completion of Standard Form 279 –

- a. Type of Contractor: Certified Small Disadvantaged Business (8731/541712) and Large Business (8711/541330)
- b. Woman-Owned Small Business: No
- c. Contractor's Taxpayer Identification Number (TIN): 54-1144165
- d. CAGE Code: 2U795

Science and Technology Corporation (STC) offers the following Special Item Numbers (SINs) in their selected Primary Engineering Disciplines (PEDs):

Special Item Number (SIN)	Primary Engineering Discipline (PED)			
	Chemical	Civil	Electrical	Mechanical
871-1, Strategic Planning for Technology Programs	✓		✓	
871-2, Concept Development and Requirements Analysis	✓		✓	✓
871-3, Systems Design, Engineering, and Integration	✓		✓	✓
871-4, Test and Evaluation	✓			✓
871-5, Integrated Logistics Support	✓			
871-6, Acquisition and Life Cycle Management	✓			✓

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1.0 Overview

Science and Technology Corporation (STC®) has been awarded a GSA Federal Supply Schedule for Professional Engineering Services (PES), Contract No. **GS-23F-0184L**. The contract ordering period is May 18, 2001 through May 17, 2006, with an additional five-year option period that may be exercised by GSA and the end of the initial five-year period. Individual task order end dates can extend beyond the ordering period.

The STC PES contract is an Indefinite Delivery/Indefinite Quantity (IDIQ) Multiple Award Schedule type of contract that provides for task orders to be placed as either firm-fixed price (FFP) or time-and-material (T&M) using the labor categories and rates stated herein. The order type is at the discretion of the ordering agency. There is no dollar value ceiling for the PES contract.

To learn more about using GSA schedule contracts, visit the GSA website at www.fss.gsa.gov/schedules.

2.0 Use

The STC PES contract is available for use by all federal government agencies as a source of engineering services for domestic and overseas use.

3.0 Scope

The Special Item Numbers (SINs) available under the STC PES contract provide for services across the full life cycle of an engineering project. When task orders are placed, they must identify the SIN(s) under which the task is being executed. Under the STC PES contract, STC may provide services under all six SINs.

Under each SIN, STC is authorized to provide services under the *chemical, electrical, and/or mechanical* Primary Engineering Disciplines (PEDs).

A full description of each SIN and examples of the types of work covered are provided below:

SIN 871-1 Strategic Planning for Technology Programs/Activities – Services involve the definition and interpretation of high-level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, requirements analysis, organizational performance assessment, special studies and analysis, training, privatization and outsourcing.

An example of STC's capability under the chemical PED of SIN 871-1 involves support provided to the U.S. Army Program Manager for Chemical Demilitarization (PMCD) in the development, management, and integration of a major DOD acquisition program. STC personnel develop strategic plans, conduct mission analyses, develop program goals and objectives, analyze system requirements, and conduct special studies.

Inappropriate use of this SIN would be providing professional engineering services not specifically related to strategic planning for technology programs/activities and associated disciplines.

SIN 871-2 Concept Development and Requirements Analysis – Services involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development or enhancement of high-level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to, requirements analysis, cost/cost-performance tradeoff analysis, feasibility analysis, regulatory compliance support, technology conceptual designs, training, privatization and outsourcing.

An example of STC's capability under the mechanical PED of SIN 871-2 involves support provided to the U.S. Coast Guard Engineering Logistics Center (USCG ELC) whereby STC performed conceptual design in the areas of requirements definition, preliminary planning and evaluation of alternative technical approaches to hull form definition and selection, performance tradeoff studies, development of high-level performance specifications for the ship, feasibility analyses of structural arrangement concepts, and simulations to evaluate fleet performance in icebreaker escort missions for alternative fleet mixes as part of the cost/performance tradeoff analysis.

Inappropriate use of this SIN would be providing professional engineering services not specifically related to concept development and requirements analysis and associated disciplines.

SIN 871-3 System Design, Engineering, and Integration – Services involve the translation of a system (or subsystem, program, project, or activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis/mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to, computer-aided design, design studies and analysis, high-level detailed specification preparation, configuration management and document control, fabrication, assembly and simulation, modeling, training, privatization, and outsourcing.

An example of STC's capability under the chemical PED of SIN 871-3 involves providing chemical engineering support to the U.S. Army PMCD by operating the Chemical Agent Munitions Disposal System (CAMDS) Laboratory, a chemical agent monitoring and analysis laboratory. As part of this support, STC chemical engineers translated a concept design into a detailed design and fabricated the Continuous Emission Monitoring System (CEMS). STC chemical engineers were responsible for the concept design and detailed final design specifications. In addition, the system is currently being operated by STC.

Inappropriate use of this SIN would be providing professional engineering services not specifically related to system design, engineering, and integration and associated disciplines.

SIN 871-4 Test and Evaluation – Services involve the application of various techniques demonstrating that a prototype system (subsystem, program, project, or activity) performs in

accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to, testing of a prototype and first article testing, environmental testing, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system safety, quality assurance, physical testing of the product or system, training, privatization, and outsourcing.

An example of STC's capability under the mechanical PED of SIN 871-4 involves performing the planning, instrumentation, and field measurements for the USCG ELC for their first article tests of a new polar icebreaker, the USCGC *Healy*. The measurements were intended to demonstrate that the ship performs her icebreaking mission in accordance with the objectives outlined in the original design. STC provided independent verification and validation of the performance specification by performing physical and environmental testing in the Canadian Arctic.

Inappropriate use of this SIN would be providing professional engineering services not specifically related to test and evaluation and associated disciplines.

SIN 871-5 Integrated Logistics Support – Services involve the analysis, planning, and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their life cycles. Typical associated tasks include, but are not limited to, ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, long-term reliability and maintainability, training, privatization, and outsourcing.

An example of STC's capability under the chemical PED of SIN 871-5 involves providing technical and management support for mobile chemical assessment and treatment systems for the Product Manager for Non-Stockpile Chemical Materiel (PMNSCM). STC engineers are involved in continuous acquisition and life-cycle support (CALS) for the mobile chemical assessment systems from the concept stage through prototype testing to operational fielding. To accomplish this, STC performs logistics supportability analysis and assessment, determines logistics requirements, develops logistics concepts, prepares support strategies, and develops support plans.

Inappropriate use of this SIN would be providing professional engineering services not specifically related to integrated logistics support and associated disciplines.

SIN 871-6 Acquisition and Life Cycle Management – Services involve all of the planning, budgetary, contract, and systems/program management execution functions required to procure and/or produce, render operational, and provide life cycle support (maintenance, repair, supplies, and engineering specific logistics) to technology-based systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to, operation and maintenance, program/project management, technology transfer/insertion, training, privatization, and outsourcing.

An example of STC's capability under the mechanical PED of SIN 871-6 involves providing planning, budgetary, contract, and systems/program management functions required to procure a 10-year charter of an icebreaking research vessel for the U.S. Antarctic Program. STC engineers

provided subcontractor support in acquisition management for the National Science Foundation (NSF) in Antarctica.

Inappropriate use of this SIN would be providing professional engineering services not specifically related to acquisition and life cycle management and associated disciplines.

4.0 Outsourcing or Privatization of Professional Services

Task orders may be issued for complete outsourcing or privatization of a single task or any portion of any agency's operations within the scope of the contract. Under this type of order, the contractor could be expected to provide a wide range of functions including administrative, management, and technical support. The contractor would be responsible for overall operations including developing a management structure to properly provide the full range of required services; planning, management, direction, and supervision of the work activities involved and the personnel performing them; any facilities and/or equipment provided by the Government, including the management of facilities and equipment in accordance with the provisions and/or regulations specified in the task order. The individual ordering agency will be responsible for assuring that pertinent governmental guidelines (e.g., OMB Circular A-76) are followed in deciding to use the outsourcing or privatization portion of this schedule.

5.0 Primary Engineering Discipline (PED) Descriptions

The STC PES contract defines three Primary Engineering Disciplines (PEDs) – chemical, electrical, and mechanical – that may be used under each of the SINs.

Chemical Engineering – Planning, development, evaluation and operation of chemical, biochemical or physical plants and processes. Changes in composition, energy content, state of aggregation of materials, forces that act on matter, and relationships are examined and new and conventional chemical materials, products and processes are produced and/or manufactured. It includes, but is not limited to, planning, evaluating or operation of chemical plants and petroleum refineries, pollution control systems, biochemical processes, plastics, pharmaceuticals, fibers; analysis of chemical reactions that take place in mixtures; determination of methodologies for the systematic design, control and analysis of processes, evaluating economics, safety, etc. Within the chemical engineering discipline, there are several specialties within the scope of this work; a partial listing follows:

- ✓ Electronic Components & Chemicals
- ✓ Safety engineering
- ✓ Biotechnology
- ✓ Other Chemical Engineering Specialties not listed in the “Services not Included” paragraph

Electrical Engineering – Planning, design, development, evaluation and operation of electrical principles, models and processes. It includes, but is not limited to, the design, fabrication, measurement and operation of electrical devices, equipment and systems (e.g., signal processing; telecommunication; sensors, microwave, and image processing; micro-fabrication; energy systems and control; micro- and nano-electronics; plasma processing; laser and photonics;

satellites, missiles and guidance systems, space vehicles, fiber optics, robotics, etc.). Within the electrical engineering discipline, there are several specialties within the scope of this work; a partial listing follows:

- ✓ Antennas and Propagation
- ✓ Geoscience & Remote Sensing
- ✓ Lasers & Electro-Optics
- ✓ Solid-State Circuits
- ✓ Education
- ✓ Industrial Electronics
- ✓ Intelligent Transportation Systems
- ✓ Oceanic Engineering
- ✓ Control Systems
- ✓ Engineering in Medicine and Biology
- ✓ Instrumentation and Measurement
- ✓ Microwave Theory and Techniques
- ✓ Other Electrical Engineering Specialties not listed in the “Services not Included” paragraph

Mechanical Engineering – Planning, development, evaluation and control of systems and components involving the production and transfer of energy and with the conversion of one form of energy to another. It includes, but is not limited to, planning and evaluation of power plants, analysis of the economical combustion of fuels, conversion of heat energy into mechanical energy, use of mechanical energy to perform useful work, analysis of structures and motion in mechanical systems, and conversion of raw materials into a final product, etc. (e.g., thermodynamics, mechanics, fluid mechanics, jets, rocket engines, internal combustion engines, steam and gas turbines, continuum mechanics, dynamic systems, dynamics fluid mechanics, heat transfer, manufacturing, materials, solid mechanics, reactors, etc.).

- ✓ Aerospace Engineering
- ✓ Non-Destructive Evaluation Engineering
- ✓ Model and Full-Scale Testing
- ✓ Naval Architecture
- ✓ Engineering Management
- ✓ Offshore Mechanics and Arctic Engineering
- ✓ Other Mechanical Engineering Specialties not listed in the “Services not Included” paragraph
- ✓ Applied Mechanics
- ✓ Marine Engineering, Static, and Dynamic Structural Analysis
- ✓ Dynamic Systems and Control
- ✓ Materials
- ✓ Pressure Vessels and Piping
- ✓ Fluids Power Systems and Technology Systems
- ✓ Fluids Engineering
- ✓ Information Storage and Processing Systems
- ✓ Post-Yield Structural Analysis
- ✓ Ocean Engineering
- ✓ Modeling and Simulation
- ✓ Safety Engineering and Risk Analysis

Services Not Included – The following services **are not included under the STC PES contract**:

1. Construction and Architect-Engineering services as set forth in FAR Part 36, including construction, alteration or repair (including dredging, excavating and painting) of buildings, structures, or other real property. Note: The manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property, including heating, ventilation and air conditioning **ARE** included within the scope of the STC PES contract.

2. Computer Engineering and Information Technology. Agencies interested in obtaining information technology services are directed to use the STC GSA Schedule 70 contract for Information Technology. (See Section 6.0 Additional Services Available below.)

3. Environmental Advisory Services as listed below are not included:

a. Environmental Planning Services & Documentation (i.e., environmental impact statements; endangered species, wetlands, watersheds and other natural resource management plans, studies and consultations; archeological, historic and other cultural resources management plans, studies, and consultations; economic, technical, and risk analyses in support of environmental needs).

b. Environmental compliance services (i.e., environmental compliance audits, compliance management planning, pollution prevention surveys, etc.).

c. Environmental/occupational training services specific to environmental planning and environmental compliance as discussed above (i.e., conventional course development and presentation, customized courses to meet specific needs, computer-based interactive course development, etc.).

d. Waste management services (i.e., data collection, data development, analyses of comments, regulatory and economic analyses, feasibility analyses, hazard assessments, exposure assessments, and risk analyses). Examples include, but are not limited to, development of waste characterization studies and recommendations for management strategy including identification of recycling options. Assessments might include studies relating to collection and transfer of waste, source reduction, and evaluation of energy/fuel options. Services could include data collection, data development, analyses of comments, regulatory and economic analyses, feasibility analyses, hazard assessments, exposure assessments, and risk analyses.

e. Hazardous materials management advisory services (i.e., furnishing of Material Safety Data Sheets (MSDS) by compact disc, on-line via Internet, mail or facsimile (FAX), reporting and compliance software, hazardous materials tracking software, and other related software/services).

f. Telephone advisory services (i.e., telephone assistance with hazardous material spills, poisons, MSDS, and other related services).

4. Foundations and Landscaping Engineering. Agencies interested in obtaining foundations and landscaping engineering are directed to contact GSA's PBS for additional information.

5. Heating, Ventilation, and Air-Conditioning (HVAC) related to buildings, structures, or other real property set forth for Construction and Architect-Engineering services governed by FAR Part 36. Agencies interested in obtaining these services are directed to contact GSA's PBS for additional information. Note: HVAC services related to the manufacture, production, furnishing, construction, alteration, repair, processing or assembling of vessels, aircraft, or other kinds of personal property ARE included and solicited within the scope of PES.

6. Research and Development as set forth in FAR Part 35. FAR Part 35 covers R&D activities related to basic research (i.e., objectives or methods cannot be precisely described in advance, probability of success or the required technical effort is difficult to determine, etc.). FAR Part 35 does not include R&D activities associated with the acquisition of a system or Independent Research and Development (IR&D). Engineering services in support of R&D activities related to the development and acquisition of a system and/or support systems and facilities ARE included in the scope of the GSA PES schedule and therefore are included in the STC PES contract.

7. Products/materials already solicited under other Federal Supply Service (FSS) Schedule contracts (e.g., information technology, paper, chemicals, pharmaceuticals, laboratory instruments, etc.).

6.0 Additional Services Available

Tasks under this schedule may require additional services to support the primary engineering requirements. Task orders issued under PES may include other services such as logistics, information technology (i.e., systems integration, network services, IT hardware, software or software development, database planning, etc.), environmental, business improvement and management, financial, and marketing/media services, provided that these services are integral and incidental to the central role of engineering services offered.

When an agency requires additional services other than as integral or incidental to the engineering requirements, other GSA schedules awarded to STC may be combined on a single task order or BPA to provide a total solution to the customer's requirements. The PES schedule contract may be combined with the following STC GSA Federal Supply Service schedule contracts:

- Information Technology services, GSA Schedule 70, STC Contract No. GS-35F-0484J

7.0 Labor Category Rates – Option 2

a. STC Facilities. The following GSA-approved rates are for work performed at STC’s facilities under SINs 871-1, 871-2, 871-3, 871-4, 871-5, and 871-6:

GSA-Approved Rates for Contractor Site (STC’s Facilities), Option 2 (Includes 0.75% IFF)						
Labor Category		Year 11 05/01/11- 04/30/12	Year 12 05/01/12- 04/30/13	Year 13 05/01/13- 04/30/14	Year 14 05/01/14- 04/30/15	Year 15 05/01/15- 04/30/16
A5	Program Manager	\$135.03	\$139.35	\$143.81	\$148.41	\$153.16
A4	Project Manager	\$108.11	\$111.57	\$115.14	\$118.82	\$122.62
A3	Task Manager	\$90.75	\$93.65	\$96.65	\$99.74	\$102.93
B6	Consulting Specialist	\$169.22	\$174.64	\$180.23	\$186.00	\$191.95
B5	Principal Investigator	\$127.72	\$131.81	\$136.03	\$140.38	\$144.87
B4	Subject Matter Expert-Senior	\$110.31	\$113.84	\$117.48	\$121.24	\$125.12
B3	Subject Matter Expert	\$87.06	\$89.85	\$92.73	\$95.70	\$98.76
C5	Info Sys Engr/Analyst-Supervisory	\$104.91	\$108.27	\$111.73	\$115.31	\$119.00
C4	Info Sys Engr/Analyst –Senior	\$85.85	\$88.60	\$91.44	\$94.37	\$97.39
C3	Info Sys Engr/Analyst –Staff Level 2	\$72.50	\$74.82	\$77.21	\$79.68	\$82.23
C2	Info Sys Engr/Analyst –Staff Level 1	\$58.09	\$59.95	\$61.87	\$63.85	\$65.89
D5	Engr/Applied Scientist-Supervisory	\$110.31	\$113.84	\$117.48	\$121.24	\$125.12
D4	Engr/Applied Scientist-Senior	\$91.76	\$94.70	\$97.73	\$100.86	\$104.09
D3	Engr/Applied Scientist-Staff Level 3	\$77.72	\$80.21	\$82.78	\$85.43	\$88.16
D2	Engr/Applied Scientist-Staff Level 2	\$57.28	\$59.11	\$61.00	\$62.95	\$64.96
D1	Engr/Applied Scientist-Staff Level 1	\$47.94	\$49.47	\$51.05	\$52.68	\$54.37
E5	Analyst-Supervisory	\$112.09	\$115.68	\$119.38	\$123.20	\$127.14
E4	Analyst-Senior	\$89.58	\$92.45	\$95.41	\$98.46	\$101.61
E3	Analyst-Staff Level 3	\$67.55	\$69.71	\$71.94	\$74.24	\$76.62
E2	Analyst-Staff Level 2	\$55.86	\$57.65	\$59.49	\$61.39	\$63.35
E1	Analyst-Staff Level 1	\$42.89	\$44.26	\$45.68	\$47.14	\$48.65
F5	Technician/Technologist-Supervisory	\$70.67	\$72.93	\$75.26	\$77.67	\$80.16
F4	Technician/Technologist-Senior	\$56.99	\$58.81	\$60.69	\$62.63	\$64.63
F3	Technician/Technologist-Staff Level 2	\$37.08	\$38.27	\$39.49	\$40.75	\$42.05
F2	Technician/Technologist-Staff Level 1	\$28.78	\$29.70	\$30.65	\$31.63	\$32.64
G4	Admin/Support-Senior	\$64.09	\$66.14	\$68.26	\$70.44	\$72.69
G3	Admin/Support-Staff Level 2	\$48.90	\$50.46	\$52.07	\$53.74	\$55.46
G2	Admin/Support-Staff Level 1	\$35.28	\$36.41	\$37.58	\$38.78	\$40.02
H4	Naval Architect-Supervisory*	\$141.77	\$146.31	\$150.99	\$155.82	\$160.81
H3	Naval Architect-Senior*	\$104.51	\$107.85	\$111.30	\$114.86	\$118.54
H2	Naval Architect-Staff Level 2*	\$85.59	\$88.33	\$91.16	\$94.08	\$97.09
H1	Naval Architect-Staff Level 1*	\$59.73	\$61.64	\$63.61	\$65.65	\$67.75
J1	Technical/Engineering Aide*	\$20.12	\$20.76	\$21.42	\$22.11	\$22.82
GSA-Approved Overtime Rates for Non-Exempt Positions						
F4	Technician/Technologist-Senior	\$85.48	\$88.22	\$91.04	\$93.95	\$96.96
F3	Technician/Technologist-Staff Level 2	\$55.62	\$57.40	\$59.24	\$61.14	\$63.10
F2	Technician/Technologist-Staff Level 1	\$43.18	\$44.56	\$45.99	\$47.46	\$48.98

G4	Admin/Support-Senior	\$96.14	\$99.22	\$102.40	\$105.68	\$109.06
G3	Admin/Support-Staff Level 2	\$73.34	\$75.69	\$78.11	\$80.61	\$83.19
G2	Admin/Support-Staff Level 1	\$52.93	\$54.62	\$56.37	\$58.17	\$60.03
J1	Technical/Engineering – Staff Level 1	\$30.18	\$31.15	\$32.15	\$33.18	\$34.24
*New categories added via Modification No. P001.						

b. Customer Facilities. The following GSA-approved rates are for work performed at the customer’s facilities under SINs 871-1, 871-2, 871-3, 871-4, 871-5, and 871-6:

GSA-Approved Rates for Government Site (Customer’s Facilities), Option 2 (Includes 0.75% IFF)						
Labor Category		Year 11 05/01/11- 04/30/12	Year 12 05/01/12- 04/30/13	Year 13 05/01/13- 04/30/14	Year 14 05/01/14- 04/30/15	Year 15 05/01/15- 04/30/16
A5	Program Manager	\$106.92	\$110.34	\$113.87	\$117.51	\$121.27
A4	Project Manager	\$85.59	\$88.33	\$91.16	\$94.08	\$97.09
A3	Task Manager	\$71.19	\$73.47	\$75.82	\$78.25	\$80.75
B6	Consulting Specialist	\$169.22	\$174.64	\$180.23	\$186.00	\$191.95
B5	Principal Investigator	\$101.14	\$104.38	\$107.72	\$111.17	\$114.73
B4	Subject Matter Expert-Senior	\$87.36	\$90.16	\$93.05	\$96.03	\$99.10
B3	Subject Matter Expert	\$68.92	\$71.13	\$73.41	\$75.76	\$78.18
C5	Info Sys Engr/Analyst-Supervisory	\$82.30	\$84.93	\$87.65	\$90.45	\$93.34
C4	Info Sys Engr/Analyst –Senior	\$67.98	\$70.16	\$72.41	\$74.73	\$77.12
C3	Info Sys Engr/Analyst –Staff Level 2	\$57.40	\$59.24	\$61.14	\$63.10	\$65.12
C2	Info Sys Engr/Analyst –Staff Level 1	\$46.00	\$47.47	\$48.99	\$50.56	\$52.18
D5	Engr/Applied Scientist-Supervisory	\$87.36	\$90.16	\$93.05	\$96.03	\$99.10
D4	Engr/Applied Scientist-Senior	\$72.64	\$74.96	\$77.36	\$79.84	\$82.39
D3	Engr/Applied Scientist-Staff Level 3	\$61.55	\$63.52	\$65.55	\$67.65	\$69.81
D2	Engr/Applied Scientist-Staff Level 2	\$45.37	\$46.82	\$48.32	\$49.87	\$51.47
D1	Engr/Applied Scientist-Staff Level 1	\$37.98	\$39.20	\$40.45	\$41.74	\$43.08
E5	Analyst-Supervisory	\$87.96	\$90.77	\$93.67	\$96.67	\$99.76
E4	Analyst-Senior	\$70.94	\$73.21	\$75.55	\$77.97	\$80.47
E3	Analyst-Staff Level 3	\$53.48	\$55.19	\$56.96	\$58.78	\$60.66
E2	Analyst-Staff Level 2	\$44.23	\$45.65	\$47.11	\$48.62	\$50.18
E1	Analyst-Staff Level 1	\$33.96	\$35.05	\$36.17	\$37.33	\$38.52
F5	Technician/Technologist-Supervisory	\$55.44	\$57.21	\$59.04	\$60.93	\$62.88
F4	Technician/Technologist-Senior	\$45.11	\$46.55	\$48.04	\$49.58	\$51.17
F3	Technician/Technologist-Staff Level 2	\$29.36	\$30.30	\$31.27	\$32.27	\$33.30
F2	Technician/Technologist-Staff Level 1	\$22.78	\$23.51	\$24.26	\$25.04	\$25.84
G4	Admin/Support-Senior	\$50.76	\$52.38	\$54.06	\$55.79	\$57.58
G3	Admin/Support-Staff Level 2	\$38.73	\$39.97	\$41.25	\$42.57	\$43.93
G2	Admin/Support-Staff Level 1	\$27.95	\$28.84	\$29.76	\$30.71	\$31.69
H4	Naval Architect-Supervisory*	\$112.25	\$115.84	\$119.55	\$123.38	\$127.33
H3	Naval Architect-Senior*	\$82.76	\$85.41	\$88.14	\$90.96	\$93.87
H2	Naval Architect-Staff Level 2*	\$67.94	\$70.11	\$72.35	\$74.67	\$77.06
H1	Naval Architect-Staff Level 1*	\$47.30	\$48.81	\$50.37	\$51.98	\$53.64
J1	Technical/Engineering Aide*	\$20.12	\$20.76	\$21.42	\$22.11	\$22.82

GSA-Approved Overtime Rates for Non-Exempt Positions						
F4	Technician/Technologist-Senior	\$67.67	\$69.84	\$72.07	\$74.38	\$76.76
F3	Technician/Technologist-Staff Level 2	\$44.04	\$45.45	\$46.90	\$48.40	\$49.95
F2	Technician/Technologist-Staff Level 1	\$34.18	\$35.27	\$36.40	\$37.56	\$38.76
G4	Admin/Support-Senior	\$76.15	\$78.59	\$81.10	\$83.70	\$86.38
G3	Admin/Support-Staff Level 2	\$58.09	\$59.95	\$61.87	\$63.85	\$65.89
G2	Admin/Support-Staff Level 1	\$41.93	\$43.27	\$44.65	\$46.08	\$47.55
J1	Technical/Engineering – Staff Level 1	\$30.18	\$31.15	\$32.15	\$33.18	\$34.24
*New categories added via Modification No. P001.						

SCA MATRIX

SCA Eligible Contract		WD Number
Labor Category	SCA Equivalent Code -Title	
Technician/Technologist - Senior	30084-Engineering Technician IV	05-2103
Technician/Technologist - Staff Level 2	30082-Engineering Technician II	05-2103
Technician/Technologist - Staff Level 1	30081-Engineering Technician I	05-2103
Admin/Support - Senior	01313-Secretary III	05-2103
Admin/Support - Staff Level 2	01312-Secretary II	05-2103
Admin/Support - Staff Level 1	01611-Word Processor I	05-2103
Technical/Engineering-Staff Level 1	24610-Chore Aide	05-2103
<p>The Service Contract Act (SCA) is applicable to this contract and includes SCA applicable labor categories. The prices for the indicated SCA labor categories are based on the US Department of Labor Wage Determination Number identified in the matrix. The prices offered are based on the preponderance of where work is performed and should work be performed in an area with lower SCA rates, resulting in lower wages being paid, the task order prices will be discounted accordingly.</p>		
<p>Prices for the SCA labor categories meet or exceed those in Wage Determination No. 05-2103, Revision 8, dated 5/26/09.</p>		

8.0 Labor Category Descriptions

GSA has approved the following STC labor categories and associated qualifications for engineering services for all six SINs under this contract. The labor code in parenthesis following the title can be matched with the labor code shown in the labor rate schedule under paragraph 8.0 below.

a. Program Manager (A5)

Education: Master’s Degree

Experience: 15+ years of project-related experience including at least 5 years of experience managing multiple projects and staff of comparable scope to the effort assigned

Responsibilities: Highest company line project management level. Plans, supervises,

manages, and may participate technically in all projects within the operating unit. Typically supervises multiple senior and mid-level program managers. Has authority for unsupervised technical and financial decision and action.

b. Project Manager (A4)

Education: Bachelor's Degree

Experience: 7+ years of project-related experience including at least 2 years of experience managing one or more projects and staff of comparable scope to the effort assigned

Responsibilities: Plans, supervises, manages, and may participate technically in one or more projects. May supervise one or more mid-level project managers. Trains and supervises junior and mid-level personnel. Has authority for unsupervised technical decision and action.

c. Task Manager (A3)

Education: Bachelor's Degree

Experience: 3+ years of project-related experience including at least 1 year of experience managing one or more projects and staff of comparable scope to the effort assigned

Responsibilities: Plans, supervises, manages, and usually participates technically in one or more projects. Trains and supervises junior personnel. Has limited authority for unsupervised technical decision and action.

d. Consulting Specialist (*Scientist, Consultant*) (B6)

Education: Ph.D.

Experience: 25+ years of project-related experience and recognized expertise in a technical field *plus* specialized work on high-profile projects

Responsibilities: Independently plans, conducts, and investigates high-profile projects requiring special intelligence skills.

e. Principal Investigator (B5)

Education: Ph.D.

Experience: 15+ years of project-related experience *plus* recognized expertise in a technical field (as indicated by subcategory, if any) via technically unique project work or innovation, published papers, advanced degrees, awards, etc.

Responsibilities: Plans, conducts, and technically directs complex projects involving the origination, application, and/or analysis of new or innovative techniques and approaches. Provides technical leadership, inspiration, and consultation to professional co-workers. May represent the company in outside technical fora.

f. Subject Matter Expert – Senior (*Scientist, Consultant*) (B4)

Education: Bachelor's Degree

Experience: 7+ years of project-related experience *plus* recognized expertise in a technical field (as indicated by subcategory, if any) via technically unique project work or innovation, published papers, advanced degrees, awards, etc.

Responsibilities: Conducts and technically directs complex projects involving the origination, application, and/or analysis of new or innovative techniques and approaches. Provides technical leadership, inspiration, and consultation to professional co-workers.

g. Subject Matter Expert (*Scientist, Consultant*) (B3)

Education: Bachelor's Degree

Experience: 3+ years of project-related experience *plus* recognized expertise in a technical field (as indicated by subcategory, if any) via technically unique project work or innovation, published papers, advanced degrees, awards, etc.

Responsibilities: Works independently on complex projects involving the origination, application, and/or analysis of new or innovative techniques and approaches. Provides technical leadership, inspiration, and consultation to professional co-workers.

h. Information Systems Engineer/Analyst – Supervisory (C5)

Education: Bachelor's Degree in Engineering or Computer Science

Experience: 15+ years of project-related experience. Subcategories require degree concentration or at least 2 years experience in the specialty area.

Responsibilities: Plans, conducts, supervises, and/or manages more complex projects or multiple projects. Typically trains and supervises junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. Typically has overall responsibility for project technical direction, as well as financial and technical management.

i. Information Systems Engineer/Analyst – Senior (C4)

Education: Bachelor's Degree in Engineering or Computer Science

Experience: 7+ years of project-related experience. Subcategories require degree concentration or at least 2 years experience in the specialty area.

Responsibilities: May plan, conduct, supervise, and/or manage most tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments are broad in nature requiring originality and ingenuity. May train or supervise junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. May have overall responsibility for project financial and technical management.

j. Information Systems Engineer/Analyst – Staff Level 2 (C3)

Education: Bachelor's Degree in Engineering or Computer Science
Experience: 3+ years of project-related experience. Subcategories require degree concentration or at least 1 year experience in the specialty area.
Responsibilities: Performs varied and difficult tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments may be routine or may be broad in nature requiring originality and ingenuity. May be assisted by or may supervise more junior personnel. Has some latitude for unsupervised decision and action.

k. Information Systems Engineer/Analyst – Staff Level 1 (C2)

Education: Bachelor's Degree in Engineering or Computer Science
Experience: Entry level
Responsibilities: Performs assigned tasks that are varied and that may be somewhat difficult in character, but usually involve limited responsibility. Instructions are typically detailed.

l. Engineer/Applied Scientist – Supervisory (D5)

Education: Bachelor's Degree in Engineering, Computer Science, or Mathematics
Experience: 15+ years of project-related experience. Subcategories require degree concentration or at least 2 years experience in the specialty area.
Responsibilities: Plans, conducts, supervises, and/or manages more complex projects or multiple projects. Typically trains and supervises junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. Typically has overall responsibility for project technical direction, as well as financial and technical management.

m. Engineer/Applied Scientist – Senior (D4)

Education: Bachelor's Degree in Engineering, Computer Science, or Mathematics
Experience: 7+ years of project-related experience. Subcategories require degree concentration or at least 2 years experience in the specialty area.
Responsibilities: May plan, conduct, supervise, and/or manage most tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments are broad in nature requiring originality and ingenuity. May train or supervise junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. May have overall responsibility for project financial and technical management.

n. Engineer/Applied Scientist – Staff Level 3 (D3)

Education: Bachelor's Degree in Engineering, Computer Science, or Mathematics

Experience: 3+ years of project-related experience. Subcategories require degree concentration or at least 1 year experience in the specialty area.

Responsibilities: Performs varied and difficult tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments may be routine or may be broad in nature requiring originality and ingenuity. May be assisted by or may supervise more junior personnel. Has some latitude for unsupervised decision and action.

o. Engineer/Applied Scientist – Staff Level 2 (D2)

Education: Bachelor's Degree in Engineering, Computer Science, or Mathematics

Experience: Entry level

Responsibilities: Performs assigned tasks that are varied and that may be somewhat difficult in character, but usually involve limited responsibility. Instructions are typically detailed.

p. Engineer/Applied Scientist – Staff Level 1 (D1)

Education: High School Diploma + 2 years college in Engineering, Science, or Mathematics

Experience: Entry level

Responsibilities: Performs assigned tasks, working under immediate supervision, using established procedures. Work is typically routine and instructions are detailed.

q. Analyst – Supervisory (E5)

Education: Bachelor's Degree

Experience: 15+ years of project-related experience. Subcategories require degree concentration, completion of specialty training, or at least 2 years experience in the specialty area.

Responsibilities: Plans, conducts, supervises, and/or manages more complex projects or multiple projects. Typically trains and supervises junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. Typically has overall responsibility for project technical direction, as well as financial and technical management.

r. Analyst – Senior (E4)

Education: Bachelor's Degree

Experience: 7+ years of project-related experience. Subcategories require degree concentration, completion of specialty training, or at least 2 years experience in the specialty area.

Responsibilities: May plan, conduct, supervise, and/or manage most tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments are broad in nature requiring originality and ingenuity. May train or supervise junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. May have overall responsibility for project financial and technical management.

s. Analyst – Staff Level 3 (E3)

Education: Bachelor's Degree

Experience: 3+ years of project-related experience. Subcategories require degree concentration, completion of specialty training, or at least 1 year experience in the specialty area.

Responsibilities: Performs varied and difficult tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments may be routine or may be broad in nature requiring originality and ingenuity. May be assisted by or may supervise more junior personnel. Has some latitude for unsupervised decision and action.

t. Analyst – Staff Level 2 (E2)

Education: Bachelor's Degree

Experience: Entry level

Responsibilities: Performs assigned tasks that are varied and that may be somewhat difficult in character, but usually involve limited responsibility. Work may be routine. Instructions are typically detailed.

u. Analyst – Staff Level 1 (E1)

Education: High School Diploma + 2 years college in Engineering, Science, Mathematics, or Business

Experience: Entry level

Responsibilities: Performs assigned tasks, working under immediate supervision, using established procedures. Work is typically routine and instructions are detailed.

v. Technician/Technologist – Supervisory (F5)

Education: High School Diploma + 2 years college or trade school

Experience: 15+ years of experience

Responsibilities: Plans, conducts, supervises, and/or manages more complex projects or multiple projects. Typically trains and supervises junior and mid-level technicians. Has substantial latitude for unsupervised decision and action. Typically has overall responsibility for project technical direction, as well as financial and technical management.

w. Technician/Technologist – Senior (F4)

Education: High School Diploma + 2 years college or trade school
Experience: 7+ years of experience
Responsibilities: May plan, conduct, supervise, and/or manage most tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments are broad in nature requiring originality and ingenuity. May train or supervise junior and mid-level technicians. Has substantial latitude for unsupervised decision and action. May have overall responsibility for project financial and technical management.

x. Technician/Technologist – Staff Level 2 (F3)

Education: High School Diploma
Experience: 3+ years of experience
Responsibilities: Performs varied and difficult tasks under minimum supervision, conferring with supervisor on unusual matters. Assignments may be routine or may be broad in nature requiring originality and ingenuity. May be assisted by or may supervise more junior technicians. Has some latitude for unsupervised decision and action.

y. Technician/Technologist – Staff Level 1 (F2)

Education: High School Diploma
Experience: Entry level
Responsibilities: Performs assigned tasks that are varied and that may be somewhat difficult in character, but usually involve limited responsibility. Work may be routine. Instructions are typically detailed.

z. Admin/Support – Senior (G4)

Education: High School Diploma
Experience: 7+ years of experience
Responsibilities: Performs assigned administrative technical support tasks. May plan, supervise, and/or manage most tasks under minimum supervision. Assignments are broad in nature requiring originality and ingenuity. May train or supervise junior and mid-level administrative personnel. Has substantial latitude for unsupervised decision and action.

aa. Admin/Support – Staff Level 2 (G3)

Education: High School Diploma
Experience: 3+ years of experience
Responsibilities: Performs assigned administrative technical support tasks. Assignments may be routine or may be broad in nature requiring originality and ingenuity. May be assisted by or may supervise more junior administrative personnel. Has some latitude for unsupervised decision and action.

ab. Admin/Support – Staff Level 1 (G2)

Education: High School Diploma

Experience: Entry level

Responsibilities: Performs assigned administrative technical support tasks under immediate supervision. Work is typically routine and instructions are detailed.

ac. Naval Architect – Supervisory (H4)

Education: Bachelor's Degree

Experience: 15+ years of experience

Responsibilities: Plans, conducts, supervises, and/or manages projects for ship design, evaluation, or procurement support including stability, strength, loads, performance, or related systems. Typically trains and supervises junior and mid-level personnel. Typically has overall responsibility for project technical direction, as well as financial and technical management.

ad. Naval Architect – Senior (H3)

Education: Bachelor's Degree

Experience: 7+ years of experience

Responsibilities: May plan, conduct, supervise, and/or manage most projects for ship design, evaluation, or procurement support including stability, strength, loads, performance, or related systems under minimum supervision, conferring with supervisor on unusual matters. Assignments are broad in nature requiring originality and ingenuity. May train or supervisor junior and mid-level personnel. Has substantial latitude for unsupervised decision and action. May hve overall responsibility for project financial and technical management.

ae. Naval Architect – Staff Level 2 (H2)

Education: Bachelor's Degree

Experience: 3+ years of experience

Responsibilities: Performs assigned tasks for ship design, evaluation, or procurement support including stability, strength, loads, performance, or related systems that are varied and that may be somewhat difficult in character, but usually involve limited responsibility. Instructions are typically detailed.

af. Naval Architect – Staff Level 1 (H1)

Education: Bachelor's Degree

Experience: Entry level

Responsibilities: Performs assigned tasks for ship design, evaluation, or procurement

support including stability, strength, loads, performance, or related systems, working under immediate supervision, using established procedures. Work is typically routine and instructions are detailed.

ag. Technical/Engineering Aide (J1)

Education: Two years high school

Experience: Entry level, typically college or high school student

Responsibilities: Performs basic assigned tasks with detailed instructions, working under immediate supervision.

Notes:

- 1) For all categories, 2 years additional relevant experience may be substituted for 1 year of education.
- 2) For all categories, 1 additional year of education may be substituted for 1 year of relevant experience.
- 3) Experience in general must be professional and related to the assigned job, although it need not be in the specific area of the employee's responsibility. Additional experience to be substituted for education must be in the area of the individual's assigned project responsibility.

9.0 Contract Terms and Conditions

52.212-4 Contract Terms and Conditions – Commercial Items (May 1999)

- (a) 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 supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance 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 item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall

proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) 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.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

Special Note: Regarding "(g) Invoice" above. Task orders will be placed against resultant contract by agencies utilizing this schedule. Payment will be made by the office indicated on the task order and paid directly to the contractor. Invoices shall be submitted to the government office designated on the order to receive invoices.

9.1 The following clauses are applicable to time-and-material (T&M) tasks:

52.232-7 Payments Under Time-And-Materials and Labor-Hour Contracts (Feb 1997)

52.246-6 Inspection—Time-and-Material and Labor-Hour (Jan 1986)

9.2 The following clause is applicable to firm-fixed-price tasks:

52.246-4 Inspection of Services—Fixed-Price (Aug 1996)

10.0 Ordering Procedures

Total prices for services are established at the time the task order is placed and are based on the prices/rates offered herein. The estimated number of hours negotiated with the ordering agency, the labor categories to be provided, and any related items are detailed on the resultant task order. If the ordering agency Contracting Officer chooses to purchase services on a Labor Hour basis, the resultant task order shall specify the Not to Exceed price, the labor categories proposed (with the hourly rates for each), and any applicable travel and Other Direct Costs (ODCs). Visit the GSA FSS website at <http://www.fss.gsa.gov/schedules/> and go to the “U-MASS Virtual Campus” to learn more about task order procedures.

When ordering services, the ordering agency office shall:

a. Prepare a Request for Quote

(1) A performance-based statement of work 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.

(2) A request for quotes should be prepared which includes the performance-based statement of work and requests 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 prices 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 direct charges 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.

(3) 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.

(4) The request for quotes 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.

b. Transmit the Request to Contractors

(1) 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).

(2) 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.

c. 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.

11.0 Orders Exceeding the Maximum Order Threshold

All GSA Multiple Award Schedule contracts contain a price point called a **Maximum Order (MO) Threshold**. This MO is not a ceiling on the order size; rather, it is a point where the ordering agency needs to consider additional contractors (more than 3) and seek discounts from the listed catalog rates.

When placing an order that exceeds the maximum order threshold, ordering offices shall follow the procedures as defined in Section 10.0 above, and the following additional procedures:

- a. Consider additional schedule contractors (more than 3);
- b. Seek price reductions from the schedule contractor(s) offering the best value (considering price and other factors)
- c. Selected contractor(s) may choose to offer a lower price for the requirement (the Price Reduction clause is not applicable to orders placed over the maximum order threshold).
- d. 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.

12.0 Blanket Purchase Agreements

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:

- a. 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.

(1) **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.

(2) **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.

b. **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.

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.

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.

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.

13.0 Subcontracting to Small Business

For purposes of this contract, STC is considered a large business in accordance with SIC Code 8711/NAICS Code 541330. Therefore, recognizing both the social and economic benefits, STC is committed to the maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors.

14.0 Special Provisions for Task Orders

Agencies may incorporate provisions in their task orders that are essential to their requirements (e.g., security clearances, hazardous substances, special handling, key personnel, etc.). These provisions, when required, will be included in individual task orders. Any cost necessary for STC to comply with the provision(s) will be included in the task order proposal, unless otherwise prohibited by law.