



**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SIN 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

ERT is a participating vendor in the Recovering Purchasing – State and Local Governments Program **DISAST RECOV** applicable to all Contract SINs.

- 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 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

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 - Information Technology Schedule is NOT to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to: architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected or incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of its authorized agents.

Earth Resources Technology, Inc.

14401 Sweitzer Lane, Suite 300
Laurel, MD 20707
Phone: (240) 554-0161 Fax: (301) 361-0623
www.ertcorp.com

CONTRACT NUMBER: GS-35F-0041N
PERIOD COVERED: OCTOBER 18, 2002 – OCTOBER 17, 2017
(Two five-year option periods remaining, if exercised)

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE**

Pricelist current through Modification # CM-A454 Dated July 1, 2015

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.gsaadvantage.gov>.



TABLE OF CONTENTS

Page

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SINS..... 1
1. Geographic Scope of Contract..... 1
2. Contractor’s Ordering Address and Payment Information 1
3. Liability for Injury or Damage 2
4. Statistical Data for Government Ordering Office Completion of Standard Form 279 2
5. FOB Destination..... 2
6. Delivery Schedule 2
7. Discounts..... 2
8. Trade Agreements Act of 1979, as amended..... 2
9. Statement Concerning Availability of Export Packing 2
10. Small Requirements 3
11. Maximum Order 3
12. Ordering Procedures for Federal Schedule Contracts 4
13. Federal Information Technology/Telecommunication Standards Requirements 4
13.1 Federal Information Processing Standards Publications (FIPS PUBS) 4
13.2 Federal Telecommunication Standards (FED-STDS)..... 4
14. Contractor Tasks/Special Requirements 4
15. Contract Administration for Ordering Activities..... 5
16. GSA Advantage! 5
17. Purchase of Open Market Items 5
18. Contractor Commitments, Warranties, and Representations..... 6
19. Overseas Activities..... 6
20. Blanket Purchase Agreements (BPAs)..... 6
21. Contractor Team Arrangements 6
22. Installation, De-installation, Reinstallation 6
23. Section 508 Compliance..... 7
24. Prime Contractors Ordering from Federal Supply Schedules 7
25. Insurance—Work on a Government Installation 7
26. Software Interoperability..... 7
27. Advance Payments 8
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)..... 9
1. Scope 9
2. Performance Incentives 9
3. Order 9
4. Performance of Services 9
5. Stop-Work Order 10
6. Inspection of Services 10
7. Responsibilities of the Contractor 10
8. Responsibilities of the Ordering Activity 10
9. Independent Contractor 10
10. Organizational Conflicts of Interest 11
11. Invoices 11
12. Payments 11
13. Resumes 11
14. Incidental Support Costs 11
15. Approval of Subcontracts 11
16. Description of IT Services and Pricing 12
17. Pricelist for Services..... 21
USA Commitment to Promote Small Business Participation Procurement Programs 22
Best Value Blanket Purchase Agreement Federal Supply Schedule 23
Blanket Purchase Agreement..... 24
Basic Guidelines for Using Contractor Team Arrangements 25



INFORMATION FOR ORDERING ACTIVITIES 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 Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.gsadvantage.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.

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:
Earth Resources Technology, Inc.
14401 Sweitzer Lane, Suite 300
Laurel, MD 20707

Payment Address:
Earth Resources Technology, Inc.
14401 Sweitzer Lane, Suite 300
Laurel, MD 20707

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 not be acceptable 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:

Technical/Ordering Assistance:
Telephone: (240) 554-0161
Facsimile: (301) 361-0623



3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 090770967
Block 30: Type of Contractor - A. Small Disadvantaged Business
Block 31: Woman-Owned Small Business - Yes
Block 36: Contractor's Taxpayer Identification Number (TIN): 52-1849801

- 4a. CAGE Code: 1TZ41
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

| SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
|---------------------|---|
| 132-51 | As Agreed upon between Ordering Agency and Contractor |

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 the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering 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: -None
- b. Quantity - None
- c. Dollar Volume - None
- d. Government Educational Institutions - None
- e. Other - No other discounts

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Outside Scope of Contract.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.



11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)
The maximum dollar value per order for all IT Professional Services will be \$500,000.

12. ORDERING PROCEDURES FOR FEDERAL SCHEDULE CONTRACTS.

Ordering activities shall use the ordering procedures of Federal Acquisition Regular (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-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. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearance. The contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining /possessing such security clearance should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.



- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classification offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering activity, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services, applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by the labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Order Activities procuring open market items must follow FAR 8.402(f).



- (1) For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order, only if - All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial (Part 12), contracting methods (Parts 13, 14, and 15) and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

None.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, 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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.ertcorp.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule Contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated_____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

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

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

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

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



subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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



**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 apply exclusively to IT Services within the scope of this Information Technology Schedule.

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

2. PERFORMANCE INCENTIVES

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. ORDER

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering 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.

Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.



5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) 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) (Deviation – May 2003) 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 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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/EC 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 at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2007). FAR 52.216-31 (FEB 2007) Time-and-Materials/Labor-Hour Proposal Requirements---Commercial Item Acquisition applies to Time and Material and Labor Hour proposals 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

Commercial Job Title: Chief Engineer

Minimum/General Experience: Minimum 20 years combined technical and managerial experience with demonstrated leadership abilities. A Master's degree substitutes for 2 years of experience, and a Ph.D. substitutes for 5 years of experience.

Functional Responsibility: Formulates and designs scope and objectives for projects. Provides review and audits of program's technical performance. May develop and lead seminars, symposiums, and technical programs. Develops distinctive tools, techniques or methods for project application. Demonstrates innovation in research in his/her technical discipline.

Minimum Education: Bachelor's degree in a technical or engineering discipline.

Commercial Job Title: Program Manager II

Minimum/General Experience: Twelve years of related experience managing complex program activities and as customer liaison for program progress reports.

Functional Responsibility: Provides overall direction of program activities and personnel. With guidance from customers, specifications, and directives, plans and executes specification development and systems specification, design, and development. Performs complex work involved in specifications development, implementation, testing and documentation of engineering systems and equipment. Applies software, hardware, and standard information technology knowledge in the analysis, integration, and acquisition of systems. Consults with customers to ensure contractual conformity, produces financial and technical reports showing project status to customers and management, assigns tasks and responsibilities to subordinates and is responsible for successful completion of all tasks.

Minimum Education: Bachelors Degree or equivalent.

Commercial Job Title: Program Manager

Minimum/General Experience: Ten years of related experience managing complex program activities and as customer liaison for program progress reports.

Functional Responsibility: Provides overall direction of program activities and personnel. With guidance from customers, specifications, and directives, plans and executes specification development and systems specification, design, and development. Performs complex work involved in specifications development, implementation, testing and documentation of engineering systems and equipment. Applies software, hardware, and standard information technology knowledge in the analysis, integration, and acquisition of systems. Consults with customers to ensure contractual conformity, produces financial and technical reports showing project status to customers and management, assigns tasks and responsibilities to subordinates and is responsible for successful completion of all tasks.

Minimum Education: Bachelors Degree or equivalent.

Commercial Job Title: Project Manager III

Minimum/General Experience: Minimum 10 years experience performing non-routine functional activities by providing management and technical direction to project personnel. A Master's degree substitutes for 2 years of experience, and a Ph.D. substitutes for 5 years of experience. Exercises independent judgment, as well as a high level of analytical skill, in solving non-routine technical, administrative, and managerial problems. Responsible for all aspects of project performance and assists in the overall direction to all project level activities and personnel.



Functional Responsibility: Under general supervision, is responsible for assisting in all aspects of project performance (i.e., technical, contractual, administrative, financial). Supervises personnel involved in all aspects of project activity, organizes and assigns responsibilities to subordinates, oversees the successful completion of all assigned tasks, establishes and maintains technical and financial reports to show progress to Division management and customers, and maintains customer contacts to ensure conformity to all contractual obligations.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: Project Manager I

Minimum/General Experience: Minimum 5 years experience performing non-routine functional activities by providing management and technical direction to project personnel. A Master's degree substitutes for 2 years of experience, and a Ph.D. substitutes for 5 years of experience. Exercises independent judgment, as well as a high level of analytical skill, in solving non-routine technical, administrative, and managerial problems. Responsible for all aspects of project performance and assists in the overall direction to all project level activities and personnel.

Functional Responsibility: Under general supervision, is responsible for assisting in all aspects of project performance (i.e., technical, contractual, administrative, financial). Supervises personnel involved in all aspects of project activity, organizes and assigns responsibilities to subordinates, oversees the successful completion of all assigned tasks, establishes and maintains technical and financial reports to show progress to Division management and customers, and maintains customer contacts to ensure conformity to all contractual obligations.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: Software Engineer V

Minimum/General Experience: Minimum 8 years relevant professional experience. A Master's degree substitutes for 2 years of experience. Demonstrated performance in one or more recognized specialized disciplines of computer science is required. Background in the application of computing solutions to practical problems as well as technical leadership abilities in the organization of complex programs of work is required.

Functional Responsibility: Leads the design, development and modification of major software programming applications. Designs, codes, tests and documents programs. Instructs, directs and checks the work of other software engineers. May be responsible for quality assurance review.

Minimum Education: Bachelor's degree in computer engineering, computer science, electrical engineering, mathematics or physical sciences.

Commercial Job Title: Software Engineer III

Minimum/General Experience: Minimum 4 years relevant professional experience. A Master's degree substitutes for 2 years of experience. Demonstrated performance in one or more recognized specialized disciplines of computer science is required. Background in the application of computing solutions to practical problems as well as technical leadership abilities in the organization of complex programs of work is required.

Functional Responsibility: Leads the design, development and modification of major software programming applications. Designs, codes, tests and documents programs. Works on most phases of software systems programming applications.

Minimum Education: Bachelor's degree in computer engineering, computer science, electrical engineering, mathematics or physical sciences.

Commercial Job Title: Software Engineer II

Minimum/General Experience: Two to three years experience. Assists in designing and coding of software products. Works under supervision with detailed specifications. May test assigned components and recommend corrections. Identifies and debugs relatively simple processes.



Functional Responsibility: Broad knowledge of platform and operating systems, programming languages, software system design, and requirements analysis.

Minimum Education: Bachelor's degree in computer science/engineering/mathematical discipline/physical science.

Commercial Job Title: Software Engineer I

Minimum/General Experience: Zero to one year experience. Assists in designing and coding of software products. Works under supervision with detailed specifications. May test assigned components and recommend corrections. Identifies and debugs relatively simple processes.

Functional Responsibility: Some knowledge of platform and operating systems, programming languages, software system design, and requirements analysis.

Minimum Education: Bachelor's degree in computer science/engineering/mathematical discipline/physical science.

Commercial Job Title: Systems Engineer III

Minimum/General Experience: Five years of related experience performing computer systems analysis, specifications, development, and integration.

Functional Responsibility: Applies information technology skills in the analysis, specification, development, integration, and acquisition of systems. Ensures systems and applications are compliant with applicable standards specified in task orders. Test and installs COTS products and applications and integrates them into the client's environment. Evaluates system problems of workflow, organization, and planning. Develops appropriate corrective action. Must have proficient understanding and specialized expertise in computer technology such as real-time, databases, user interfaces, information processing, and exploitation.

Minimum Education: Bachelor's degree in computer engineering, computer science, electrical engineering, mathematics, or physics.

Commercial Job Title: Programmer Analyst IV

Minimum/General Experience: Minimum 8 years related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Under minimum supervision, analyzes, designs, codes, and documents complex applications for large-scale computers and related equipment appropriate to scientific and commercial projects. Performs technical tasks using both standard and nonstandard analysis, design, and programming methods and techniques. Determines customer requirements for the final program or system. Analyzes problems in terms of such factors as user requirements, input data and form, output data and form, available computer configuration, processing turnaround requirements, input and output checking, and overall problem-schedule requirements. Advises on computer requirements and limitations to help define automation needs. May provide advice on system design configurations, procedural and technical aspects of automated records, hardware acquisition, and maintenance. Develops and writes machine or other suitable source language instructions required for computer processing. Develops and writes machine or other suitable source language instructions required for computer processing. Analyzes and recommends methods of improving efficiency of existing programs. Determines systems requirements. Performs data modeling and establishes databases. Develops pseudo code, table, and narrative descriptions to implement changes. Modifies internal program structure of files and records and determines sequence of actions. Decodes, tests, and documents programs. Writes procedural guidance to be followed by users. Maintains files, records, and operational data, and prepares periodic and/or special reports and various other documents.

Minimum Education: Bachelor's Degree or equivalent.



Commercial Job Title: Programmer Analyst III

Minimum/General Experience: Four to eight years of related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Under minimum supervision, analyzes, designs, codes, and documents complex applications for large-scale computers and related equipment appropriate to scientific and commercial projects. Performs technical tasks using both standard and nonstandard analysis, design, and programming methods and techniques. Determines customer requirements for the final program or system. Analyzes problems in terms of such factors as user requirements, input data and form, output data and form, available computer configuration, processing turnaround requirements, input and output checking, and overall problem-schedule requirements. Advises on computer requirements and limitations to help define automation needs. May provide advice on system design configurations, procedural and technical aspects of automated records, hardware acquisition, and maintenance. Develops and writes machine or other suitable source language instructions required for computer processing.

Minimum Education: Bachelor's degree or equivalent.

Commercial Job Title: Programmer Analyst II

Minimum/General Experience: Minimum 3 years related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Under close supervision, performs routine technical tasks using standard programming methods and techniques. Develops simple, coding level flow charts and associated prose from general program statement, and code-assigned segments of a program using machine and/or other program languages. Assists in developing test routines and data. Tests all codes personally produced, and assists in the testing of the total program, documenting, in standardized terminology, all procedures used. Provides theoretical analysis, where required, to assist in solving problems efficiently.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: Programmer Analyst I

Minimum/General Experience: Zero to one year related experience performing routine design, coding, and documentation of application programs for computers and related equipment used for scientific or commercial projects.

Functional Responsibility: Under close supervision, performs routine technical tasks using standard programming methods and techniques. Develops simple, coding level flow charts and associated prose from general program statement, and code-assigned segments of a program using machine and/or other program languages. Assists in developing test routines and data. Tests all codes personally produced, and assists in the testing of the total program, documenting, in standardized terminology, all procedures used. Provides theoretical analysis, where required, to assist in solving problems efficiently.

Minimum Education: Bachelor's Degree or equivalent.

Commercial Job Title: Database Administrator III

Minimum/General Experience: Minimum 5 years experience performing database administration. A Master's degree substitutes for 2 years of experience, and a Ph.D. substitutes for 5 years of experience. Responsible for all aspects of database management and assists in the overall direction to all project level activities and personnel.

Functional Responsibility: Under minimum supervision, is responsible for all aspects of database administration. Performs as technical lead and consultant to professional staff and the customer in the database administration. Creates solutions for specific technical problems. Will act as a technical supervisor and project leader.



Minimum Education: Bachelor's degree in a technical or engineering discipline.

Commercial Job Title: Configuration Management Specialist

Minimum/General Experience: Three years of related experience maintaining configuration baselines and reports.

Functional Responsibility: Maintains configuration baselines, ensures changes are in accordance with approved procedures, and manages configurations in accordance with software development changes. Reports on impact of changes to the baseline configuration, and provides support to the Configuration Control Board as required. Has practical experience in the use of automated tools that support the Configuration Management effort.

Minimum Education: Bachelors Degree in computer engineering, computer sciences, or information management.

Commercial Job Title: System Administrator

Minimum/General Experience: Must have at least 2 years experience in the operation, performance, maintenance and troubleshooting of digital office equipment and networking systems. This experience must include familiarity with contemporary systems (including UNIX and Windows NT) and applications software and hardware components employed in the specific facility, and a demonstrated ability in the providing and assurance of support to the organization served.

Functional Responsibility: Responsible for installing, configuring and maintaining workstations and servers, including web servers. Performs software installations and upgrades to operating systems. Monitors system for optimal performance. Schedules system backups and develops and promotes standard operating procedures. Maintains and optimizes system operation and resources utilization. Must be able to perform associated tasks requiring the regular exercise of independent judgment.

Minimum Education: Bachelor's degree. Four years of related experience substitutes for a bachelor's degree.

Commercial Job Title: Web Designer

Minimum/General Experience: Three years of related experience performing web design, maintenance, and related training.

Functional Responsibility: Provides support in upgrading, maintaining and creating content for web sites. Provides day-to-day site design and creation. Provides on-the-job training for the development, maintenance, and updating of Web pages.

Minimum Education: Bachelors Degree in appropriate scientific or engineering discipline.

Commercial Job Title: Web Developer I

Minimum/General Experience: Minimum 2 years experience in contributing to the design, creation and maintenance of web projects. Must be familiar with PC and Macintosh environment, the Internet and computers in general. Must be proficient in Adobe Illustrator, PhotoShop, PageMaker, GoLive, CyberStudio and other design related applications. Must be able to navigate the Internet with browsers, FTP and Telnet.

Functional Responsibility: Assists with desktop publishing and web site design and development. Contributes to the organization's online offerings. Must be able to work independently and contribute significantly to designing and implementing new projects. Must have enough knowledge of HTML to be able to debug source code when the web design software is not adequate.

Minimum Education: Bachelor's degree in appropriate scientific or engineering discipline.

Commercial Job Title: Scientist I

Minimum/General Experience: Zero to one year of general hands-on scientific experience.



Functional Responsibility: Supports senior level scientists and computer scientists in all areas of research, testing, evaluation, and systems integration, as directed. May be assigned tasks that are managed individually without direct supervision.

Minimum Education: Bachelor's degree in scientific field.

Commercial Job Title: Scientist II

Minimum/General Experience: Two to three years of professional experience.

Functional Responsibility: Supports senior level scientists and computer scientists in all areas of research, testing, evaluation, and systems integration. Is expected to manage some assigned tasks without direct supervision.

Minimum Education: Master's degree in scientific field.

Commercial Job Title: Scientist III

Minimum/General Experience: Four to six years of professional experience in all areas of research, testing, evaluation, and systems integration. Must display the ability to independently perform most assignments with instructions as to the general results expected.

Functional Responsibility: Should have broad experience in all areas of the subject matter. Plans schedules, conducts, or coordinates detailed phases of the work as part of a project. Devises new approaches to problems encountered. Independently performs most assignments with instructions as to the general results expected. Receives technical guidance on unusual or complex problems and supervisory approval on proposed plans for projects.

Minimum Education: Ph. D. in scientific field.

Commercial Job Title: Help Desk Specialist

Minimum/General Experience: Three years of related experience performing help desk, customer support services.

Functional Responsibility: Provides first level problem resolution support in a customer service environment. Handles complex customer inquiries that require research, analysis and independent judgment. Has overall responsibility for help desk operations associated with the identification, prioritization, and resolution of reported problems. Directs more complex issues to the appropriate person for resolution. Ensures that all phases of help desk support are properly coordinated, monitored, logged, tracked, and resolved appropriately. Maintains a database of customer calls and runs reports. May maintain responsibility for development, maintenance and integrity of help desk software.

Minimum Education: Bachelors Degree in appropriate scientific or engineering discipline.

Commercial Job Title: Desktop Support Technician

Minimum/General Experience: Minimum 0 years experience with computer systems problem resolution. Knowledge of hardware and applications software essential.

Functional Responsibility: Under close supervision, provides first level problem resolution for computer facility users. Maintains terminal logs and "special" data processing requests. Monitors computer systems via remote terminal. Prepares discrepancy reports on downed equipment. Researches output media problems to assist in user problem resolution.

Minimum Education: Associate's Degree or equivalent in an associated discipline.

Commercial Job Title: Administrative Assistant



Minimum/General Experience: Must have at least 2 years experience in office operations and procedures. Prior experience providing general office administration, including the use of general and specialized software systems is required. Familiarity with basic office software applications is necessary.

Functional Responsibility: Provide clerical, secretarial, and administrative support. Responsible for general office administration.

Minimum Education: High School diploma.

Commercial Job Title: Senior Program Manager

Minimum/General Experience: Fifteen plus years management, 10 + years of which should be experience specific to discipline. Includes all work to develop, integrate and execute the program management activities necessary to successfully execute the requirements of this contract.

Functional Responsibility: Provides overall direction of program activities and personnel. With guidance from customers, specifications, and directives, plans and executes specification development and systems specification, design, and development. Consults with customers to ensure contractual conformity, produces financial and technical reports showing project status to customers and management, assigns tasks and responsibilities to subordinates and is responsible for successful completion of all tasks.

Minimum Education: Bachelors Degree or equivalent. Advanced degree preferred.

Commercial Job Title: Program Manager V

Minimum/General Experience: Fifteen years of related experience managing complex program activities and as customer liaison for program progress reports, 7 years of which should be experience specific to discipline.

Functional Responsibility: Provides overall direction of program activities and personnel. With guidance from customers, specifications, and directives, plans and executes specification development and systems specification, design, and development. Consults with customers to ensure contractual conformity, produces financial and technical reports showing project status to customers and management, assigns tasks and responsibilities to subordinates and is responsible for successful completion of all tasks.

Minimum Education: Bachelors Degree or equivalent. Advanced degree a plus.

Commercial Job Title: Program Manager IV

Minimum/General Experience: Fourteen years of related experience managing complex program activities and as customer liaison for program progress reports, 7 years of which should be experience specific to discipline.

Functional Responsibility: Provides overall direction of program activities and personnel. With guidance from customers, specifications, and directives, plans and executes specification development and systems specification, design, and development. Consults with customers to ensure contractual conformity, produces financial and technical reports showing project status to customers and management, assigns tasks and responsibilities to subordinates and is responsible for successful completion of all tasks.

Minimum Education: Bachelors Degree or equivalent.

Commercial Job Title: Program Manager III

Minimum/General Experience: Thirteen years of related experience managing complex program activities and as customer liaison for program progress reports, 7 years of which should be expertise specific to discipline.

Functional Responsibility: Provides overall direction of program activities and personnel. With guidance from customers, specifications, and directives, plans and executes specification development and systems specification, design, and development. Consults with customers to ensure contractual conformity, produces financial and



technical reports showing project status to customers and management, assigns tasks and responsibilities to subordinates and is responsible for successful completion of all tasks.

Minimum Education: Bachelors Degree or equivalent.

Commercial Job Title: Senior Program Control Specialist

Minimum/General Experience: Fifteen + years contract management, 10 years of which should be in government contract programs.

Functional Responsibility: Will ensure that task, technical, schedule, and cost requirements are met.

Minimum Education: Bachelors Degree or equivalent.

Commercial Job Title: Program Control Specialist

Minimum/General Experience: Six + years contract management including government contract programs.

Functional Responsibility: Will ensure that task, technical, schedule, and cost requirements are met.

Minimum Education: Bachelors Degree or equivalent.

Commercial Job Title: Sr. Scientist

Minimum/General Experience: Eight to ten years experience in identifying science objectives and requirements for mission concept development, 7 years of which should be professional experience in all areas of research, testing, evaluation, and systems integration of subject matter.

Functional Responsibility: Supervisory/lead responsibility over a group of scientists or engineers within one discipline or functions as a technical specialist formulating and developing advanced scientific and engineering concepts. Plans schedules, conducts, or coordinates detailed phases of programs. Devises new approaches to problems encountered. Provides support of education and outreach programs.

Minimum Education: Ph.D. degree, or equivalent experience, in physics, engineering, or computational sciences or relevant field.

Commercial Job Title: Software Engineer IV

Minimum/General Experience: Six years relevant professional experience. A Master's degree substitutes for 2 years of experience. Demonstrated performance in one or more recognized specialized disciplines of computer science is required. Background in the application of computing solutions to practical problems as well as technical leadership abilities in the organization of complex programs of work is required.

Functional Responsibility: Leads the design, development and modification of major software programming applications. Designs, codes, tests and documents programs. Works on most phases of software systems programming applications.

Minimum Education: Bachelor's degree in computer engineering, computer science, electrical engineering, mathematics or physical sciences, or equivalent.

Commercial Job Title: Engineer II

Minimum/General Experience: Three to five years related experience. Establishes operational objectives and assignments. Objectives are reviewed by senior management to determine success of operation.



Functional Responsibility: Involved in developing, modifying and executing engineering/IT operation(s).

Minimum Education: Bachelor's degree in related field, or equivalent experience.

Commercial Job Title: Human Resources Specialist

Minimum/General Experience: Two to three years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a manager.

Functional Responsibility: Administers human resources policies and procedures. Collects and analyzes HR data, and then makes recommendations to management. Processes paperwork for functional area according to established procedures. May prepare internal employee communications regarding compensation, benefits, or company policies.

Minimum Education: Bachelor's degree or equivalent experience.

Commercial Job Title: Technical Specialist II

Minimum/General Experience: Two to three years relevant professional experience.

Functional Responsibility: Supports activities with the customer and provides input to project management and customer requests. Ensures decisions are evaluated analytically and in a systematic manner in accordance with approved technical approaches. May interface with users to define system requirements and/or necessary modifications.

Minimum Education: Bachelor's degree in related field. An Associates degree plus three to four years training or three years experience in a discipline relevant to area of assignment is equivalent to a Bachelor's.

Commercial Job Title: Technical Specialist I

Minimum/General Experience: One to two years relevant professional experience.

Functional Responsibility: Supports activities with the customer and provides input to project management and customer requests. Ensures decisions are evaluated analytically and in a systematic manner in accordance with approved technical approaches. May interface with users to define system requirements and/or necessary modifications.

Minimum Education: Bachelor's degree in related field. An Associates degree plus two to three years training or two years experience in a discipline relevant to area of assignment is equivalent to a Bachelor's.



SIN-132-51
Pricelist for Services
Earth Resources Technology, Inc.

| Number | Labor Category | On-Site (Client-Site) Hourly Rates* 03/15/10 | Off-Site (ERT-Site) Hourly Rates* 03/15/10 |
|--------|-------------------------------------|--|--|
| 1 | Chief Engineer - Consultant | \$134.33 | \$153.71 |
| 2 | Program Manager II | \$119.63 | \$136.89 |
| 3 | Program Manager | \$111.18 | \$127.25 |
| 4 | Project Manager III | \$107.75 | \$123.30 |
| 5 | Project Manager I | \$97.25 | \$111.28 |
| 6 | Software Engineer V | \$130.81 | \$149.68 |
| 7 | Software Engineer III | \$94.77 | \$108.46 |
| 8 | Software Engineer II | \$80.65 | \$92.30 |
| 9 | Software Engineer I | \$58.50 | \$66.93 |
| 10 | System Engineer III | \$104.24 | \$119.31 |
| 11 | Programmer Analyst IV | \$101.53 | \$116.18 |
| 12 | Programmer Analyst III | \$89.63 | \$102.57 |
| 13 | Programmer Analyst II | \$69.88 | \$79.94 |
| 14 | Programmer Analyst I | \$52.81 | \$60.44 |
| 15 | Database Administrator III | \$94.93 | \$108.64 |
| 16 | Configuration Management Specialist | \$70.54 | \$80.72 |
| 17 | System Administrator | \$69.10 | \$79.08 |
| 18 | Web Designer | \$66.38 | \$75.97 |
| 19 | Web Developer I | \$40.54 | \$46.41 |
| 20 | Scientist III | \$74.65 | \$85.41 |
| 21 | Scientist II | \$63.71 | \$72.91 |
| 22 | Scientist I | \$46.73 | \$53.47 |
| 23 | Help Desk Specialist | \$67.37 | \$77.11 |
| 24 | Desktop Support Technician | \$40.54 | \$46.41 |
| 25 | Administrative Assistant | \$40.11 | \$45.88 |
| 26 | Sr. Program Manager | \$197.76 | NA |
| 27 | Program Manager V | \$144.14 | NA |
| 28 | Program Manger IV | \$140.66 | NA |
| 29 | Program Manger III | \$134.72 | NA |
| 30 | Sr. Program Control Specialist | \$195.06 | NA |
| 31 | Program Control Specialist | \$86.28 | NA |
| 32 | Sr. Scientist | \$130.80 | NA |
| 33 | Software Engineer IV | \$112.94 | NA |
| 34 | Engineer II | \$54.80 | NA |
| 35 | HR Specialist | \$50.46 | NA |
| 36 | Technical Specialist II | \$36.02 | NA |
| 37 | Technical Specialist I | \$31.02 | NA |

*In accordance with this contract, Contractor may request a rate adjustment from the GSA Contracting Officer every 12 months. The Economic Price Adjustment is based on Table #5 of the Department of Labor's Employment Cost Index for Total Compensation.



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Earth Resources Technology, Inc. provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Peter H. Li, President (phone number (240) 554-0161, e-mail address phli@ertcorp.com, fax number (301) 301-0659).



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(3) The Ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

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

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

| OFFICE | POINT OF CONTACT |
|--------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.



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



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

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.