



... where concepts become realities

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## General Services Administration

Federal Supply Service  
Authorized Federal Supply Schedule Price List for  
Professional Engineering Services (PES)

**Contract Number: GS-23F-0377K**

**Contract Period: Aug. 9, 2010 – Aug. 8, 2015**

- SIN 871-1: Strategic Planning For Technology Programs/Activities
- SIN 871-2: Concept Development and Requirements Analysis -  
Mechanical Engineering
- SIN 871-2: Concept Development and Requirements Analysis -  
Electrical Engineering
- SIN 871-3: Systems Design, Engineering, and Integration –  
Mechanical Engineering
- SIN 871-3: Systems Design, Engineering, and Integration –  
Electrical Engineering
- SIN 871-4: Test and Evaluation – Electrical Engineering
- SIN 871-6: Acquisition and Life Cycle Management –  
Electrical Engineering

Products and ordering information in this Authorized FSS Professional Engineering Services (PES) Pricelist are also available on the GSA Advantage!<sup>TM</sup> System. Agencies can browse GSA Advantage!<sup>TM</sup> by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>. **Note:** 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.



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GS-23F-0377K

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## **INFORMATION FOR ORDERING OFFICES**

### **SPECIAL NOTICE TO AGENCIES:**

#### **Small Business Participation**

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

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

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

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



**CUSTOMER INFORMATION**

**1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:**

SIN	LABOR RATES PAGE	DESCRIPTIONS PAGE
871-1	28	30
871-2	28	30
871-3	28	30
871-4	28	30
871-6	28	30

**1b. Lowest Priced Model Number and Unit Price per Special Item Number**

This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. The lowest priced model number and lowest unit price for each special item number is as follows:

SIN	UNIT PRICE	MODEL NUMBER
871-1	N/A	N/A
871-2	N/A	N/A
871-3	N/A	N/A
871-4	N/A	N/A
871-6	N/A	N/A

**1c. Labor Category Descriptions**

A description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services are provided herein.

**2. Maximum Order**

The maximum dollar value per order for purchase of PES Services is \$750,000 except for requirements exceeding the maximum order according to clause I-FSS-128 (Aug 1995). All dollar amounts are exclusive of any discount for prompt payment.

**2a. Special Item Numbers (SINs) 871-1, 871-2, 871-3, 871-4, 871-6 - Professional Engineering Services**

The maximum dollar value per order for all Professional Engineering Services will be \$750,000.



**3. Minimum Order**

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

**4. Geographic Scope of Contract**

The geographic scope of contract is worldwide. Services provided outside the continental United States may include any additional expense related to assignment of personnel to that location, e.g., travel and per diem expenses in accordance with the Federal Travel Regulation or Joint Travel Regulations, as applicable.

**5. Service and Distribution Points**

The list of Electronic Warfare Associate offices from which services may be provided is included herein.

**6. Discounts**

Prices shown are NET Price:

**7a. EWA will consider discounts or concessions based on the factors described below.**

1. The duration of the task is one year or more;
2. The value of the task exceeds one million dollars;
3. Recurring work with GSA or its clients, i.e., an add-on to an existing task with no disruption of work, or the workforce;
4. Entering into a BPA in accordance with FAR 13.303-2(d), entitled "Establishment of BPAs", and 13.303-5(d)(2)(I), entitled "Purchases under BPAs"; or
5. Geographic location circumstances.

**7b. Government Educational Institutions Receive the Same Discount as All Other Government Customers**

**8. Prompt Payment Terms are net 30 days.**

**9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold:** No

**9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:** No

**10. Foreign Items (list items by country of origin):** None

**11a. Time of Delivery**

EWA shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:



Special Item Number Commencement Of Work (Days ARO)

871-1, 871-2, 871-3, 871-4, 871-6: 30 Days

**11b. Expedited Delivery**

Items available for expedited delivery are noted in this price list. Expedited delivery times are negotiated between EWA and the ordering agency.

**11c. Overnight and 2-Day Delivery**

Overnight and 2-day delivery are negotiated between EWA and the ordering agency.

**11d. 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 EWA for the purpose of obtaining accelerated delivery. EWA shall reply to the inquiry within 3 work days after receipt. (Telephonic replies shall be confirmed by EWA in writing.) If EWA 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.

**12. FOB Destination**

**13a. Contractor's Ordering Address**

ORDERING ADDRESS

EWA Government Systems, Inc.  
13873 Park Center Road  
Herndon, VA 20171

**13b. The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: 703-904-5700**

**13c. Use of Federal Supply Service Professional Engineering Services Schedule Contracts:**

In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers 871-1, 871-2, 871-3, 871-4, 871-6 Professional Engineering Services; refer to the terms and conditions for these SINS.]

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



value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

### **13d. Orders Placed At or Below The Micro-Purchase Threshold**

Ordering offices can place orders at or below the micro-purchase threshold with EWA.

### **13e. Orders Exceeding the Micro-Purchase Threshold But Not Exceeding The Maximum Order Threshold**

Orders should be placed with EWA that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the GSA Advantage!<sup>TM</sup> on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meet the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

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

### **13f. Orders Exceeding the Maximum Order Threshold**

Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph 10b above, and before placing an order that exceeds the maximum order threshold, ordering offices shall:

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

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

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order of \$750,000).



- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

### **13g. Blanket Purchase Agreements (BPAs)**

The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with EWA to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

### **13h. Small Business**

For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

### **13i. Documentation**

Orders should be documented, at a minimum, by identifying the contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

## **14. Other Direct Costs (ODCs) & Purchase of Incidental, Non-Schedule Items**

Other Direct Costs (ODCs) are charges in direct support of a service. They are commercial items. To the extent possible, all anticipated ODCs associated with performance and within the scope of the GSA Schedule contract should be offered and have an established contract price. Authorized users shall procure ODCs only in support of the schedule contractor's overall professional engineering service effort. No authorized user shall place orders only to procure the schedule contractor's ODCs. **THE SERVICE CONTRACT ACT DOES NOT APPLY TO THE PROFESSIONAL ENGINEERING SERVICES PROGRAM.**

Open market items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. In accordance with FAR 8.401(d), for administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Schedule (Multiple Award Schedule) contract-i.e., open market items-to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order *only if*

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





3. The items are clearly labeled on the order as items not on the Federal Supply Schedule contract; and
4. All clauses applicable to items not on the Federal Supply Schedule contract are included in the order.

**15a. 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: 103197583

Block 30: Type of Contractor: C. Large Business Veteran Owned

Block 31: Woman-Owned Small Business: No

Block 36: EWA's Taxpayer Identification Number (TIN): 46-0464303

**15b. CAGE Code**

1XDR0

**16. Payment Addresses**

*By U.S. Mail*

EWA Government Systems, Inc.  
PNC Bank N.A.  
Ref #8200546  
P.O. Box 28900  
Baltimore, MD. 21240-8900

*By ACH*

EWA Government Systems, Inc.  
PNC Bank N.A.  
Washington, DC.  
ABA #054000030  
Account #5301243834

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.

**17a. Warranty Provision:** EWA's standard commercial warranty.

**17b. Liability For Injury or Damage**

EWA shall not be liable for any injury to Government personnel when in EWA owned, leased, or controlled spaces; or damage to Government property arising from the use of equipment maintained by EWA, unless such injury or damage is due to the proven fault or gross negligence of EWA.



## **18. Notification Regarding Registration in Central Contractor Registration (CCR)**

**Database:** Registered

## **19. PES-FCXB-070 Special Provisions for Task Orders**

Agencies may incorporate provisions in their task order 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 the contractor to comply with the provision(s) will be included in the task order proposal, unless otherwise prohibited by law.

## **20. Security Requirements**

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

## **21. Contract Administration for Ordering Offices**

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

## **22. 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
- (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.fss.gsa.gov>

## **23. Blanket Purchase Agreements (BPAs)**

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of BPAs under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

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



Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with EWA to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

#### **24. 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. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.



**CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

**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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**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).

**Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**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.

**Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

**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. **TAILORED TO INCLUDE THE FOLLOWING:** The contractor shall also notify the Ordering Officer in writing as set forth above when service is expected to be delayed.



**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—

- (a) Name and address of the Contractor;
- (b) Invoice date;
- (c) Contract number, contract line item number and, if applicable, the order number;
- (d) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (e) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (f) Terms of any prompt payment discount offered;
- (g) Name and address of official to whom payment is to be sent; and
- (h) 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.

**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.

**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.

**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:

- (a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (b) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

**Taxes.** The contract price excludes all Federal, State, and local taxes and duties levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1,



State and Local Taxes; 52.229-3, Federal, State, and Local Taxes; and 52.229-5, Taxes-Contracts Performed in U.S. Possessions or Puerto Rico which are incorporated herein by reference. For contracts covering overseas locations, see I-FSS-314, Foreign Taxes and Duties.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**Agencies:** Includes all authorized users of this Federal Supply Schedule. The following are allowed to issue orders:

- (a) All Legislative, Judicial, and Executive branches of the federal government;
- (b) All Executive agencies including departments, independent establishments and government corporations including agencies, boards, commissions, and corporations;
- (c) The government of the District of Columbia.

**52.216-18 ORDERING (OCT 1995) (VARIATION—OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated. Such orders may be issued during the contract term.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods only if authorized in the contract.



**TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL  
ENGINEERING SERVICES (PES)  
(SPECIAL ITEM NUMBER 871-1, 871-2, 871-3, 871-4, 871-6)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number (SIN) 871-1, 871-2, 871-3, 871-4 and 871-6, Professional Engineering Services (PES) apply exclusively to PES within the scope of this Schedule.
- b. EWA shall provide services at EWA's facility and/or at the Government location, as agreed to by EWA and the ordering office.
- c. Engineering Services Offered:

**871-1 Strategic Planning For Technology Programs/Activities**

Services required under this SIN 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.

Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites – such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man made electronic interference.

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

**871-2 Concept Development and Requirements Analysis**

Services required under this SIN 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 trade-off analysis, feasibility analysis, regulatory compliance support, technology conceptual designs, training, privatization and outsourcing.

Example: The development and analysis of the total mission profile and life cycle of the improved satellite including examination of performance and cost tradeoffs.

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



### **871-3 System Design, Engineering and Integration**

Services required under this SIN involve the translation of a system (or subsystem, program, project, 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.

Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will be computer simulated and a working model will be built for testing and design verification.

Inappropriate use of this SIN is providing Professional Engineering Services not specifically related to concept development and requirements analysis and its associated disciplines.

### **871-4 Test and Evaluation**

Services required under this SIN 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(s) 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.

Example: The navigation satellite working model will be subjected to a series of tests which may simulate and ultimately duplicate its operational environment.

Inappropriate use of this SIN is providing Professional Engineering Services not specifically related to testing and evaluating and its associated disciplines.

### **871-6 Acquisition and Life Cycle Management**

Services required under this SIN 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, 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.

Example: During this stage the actual manufacturing, launch, and performance monitoring of the navigation satellite will be assisted through project management, configuration management, reliability analysis, engineering retrofit improvements and similar functions.

Inappropriate use of this SIN is Professional Engineering Services not specifically related to acquisition and life cycle management and its associated disciplines.

## 2. PRIMARY ENGINEERING DISCIPLINES

A full description of each Primary Engineering Discipline and a partial list of specialties covered are provided below:

- **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. It includes, but is not limited to, planning, evaluating 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 PED, there are several specialties within the scope of this work; a partial listing follows:

- |                   |  |                      |
|-------------------|--|----------------------|
| ✓ Refining        | ✓ Petrochemicals                       | ✓ Food               |
| ✓ Pharmaceuticals | ✓ Textiles                             | ✓ Pulp and Paper     |
| ✓ Ceramics        | ✓ Electronic Components<br>& Chemicals | ✓ Biotechnology      |
|                   |  | ✓ Safety engineering |

- **Civil Engineering:**

It includes, but is not limited to, planning, evaluation, operations, production, furnishing, construction, alteration, repair, processing or assembling of vessels, aircraft, or other kinds of personal property, including heating, ventilation and air-conditioning for such vessels and/or aircraft.

Within the civil PED, there are several specialties within the scope of this work; a partial listing follows:

- |                |   |                            |
|----------------|---|----------------------------|
| ✓ Geotechnical | ✓ Surveying<br><b>NOTE:</b> Surveying as it relates to real property is <b>not</b> appropriate nor is it solicited under this schedule. | ✓ Construction Management* |
|----------------|---|----------------------------|

- **Construction Management Services:**

Construction Management Services is a professional services discipline applied to the planning, design, and construction process of capital improvement projects. As provider of professional services to customer agencies, the Construction Manager organizes the effort, develops the management plan, monitors the participants' progress against the plan and identifies action to be taken in the event of deviance from the plan, and identifies actions to be taken in the event of deviance from the plan. The Construction Manager can be a firm, a team of firms, or an individual. Construction Managers apply and integrate comprehensive project controls to manage the critical issues of time, cost scope, and quality.

Customer agencies shall utilize construction managers as its principal agent to advise on or manage the process over the project regardless of the project delivery method used. The Construction Manager assumes the position of professional adviser or extension of staff to the customer agency. The Construction Manager frequently helps the customer agency identify which delivery method is the best for the project. The construction management approach utilizes a firm (or team of firms) with construction, design and management expertise to temporarily expand the customer agency's capabilities so that the customer agency can successfully accomplish its program or project. The Construction Manager also provides expert advice in support of the customer agency's decisions in the implementation of the project.

The following are some of the tasks to be covered under Construction Management services:

- Recommend most effective use of funds
- Continuous schedule enforcement
- Ensure design complies with budget
- Match construction spending to funds availability
- Enhance control of the scope of work
- Optimal project/program scheduling options
- Best use of individual project team members' expertise
- Maximum avoidance of delays, changes and claims
- Optimal flexibility in contracting/procurement options
- Application and integration of comprehensive project controls
- Design quality assurance throughout the design process
- Consideration of material, systems and process alternatives
- Code compliance review

\* If the agency determines the work is substantially or to a dominant extent architectural or engineering services as defined by the [Brooks Architect-Engineers Act, FAR 36](#) procedures must be used. Conversely, if the agency determines that a construction contractor should perform the services, this schedule may be used to procure construction management services under SIN 871-6.

- **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 PED, there are several specialties within the scope of this work; a partial listing follows:

- ✓ Aerospace and Electronic Systems
- ✓ Circuits and Systems
- ✓ Computer\*
- ✓ Dielectrics and Electrical Insulation
- ✓ Remote Sensing
- ✓ Information Theory
- ✓ Lasers & Electro-Optics
- ✓ Nuclear and Plasma Sciences
- ✓ Power Electronics
- ✓ Reliability
- ✓ Solid-State Circuits
- ✓ Vehicular Technology
- ✓ Signal Processing on Social Implications of Technology
- ✓ Antennas and Propagation
- ✓ Communications
- ✓ Consumer Electronics
- ✓ Education
- ✓ Engineering Management
- ✓ Industrial Electronics
- ✓ Intelligent Transportation Systems
- ✓ Magnetics
- ✓ Neural Networks Council
- ✓ Robotics & Automation
- ✓ Systems, Man, and Cybernetics
- ✓ Ultrasonics, Ferroelectrics, and Frequency Control
- ✓ Broadcast Technology
- ✓ Components Packaging, and Manufacturing Technology
- ✓ Control Systems
- ✓ Electromagnetic Compatibility
- ✓ Industry Applications
- ✓ Instrumentation and Measurement
- ✓ Microwave Theory and Techniques
- ✓ Oceanic Engineering
- ✓ Professional Communication

• **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.).

Within the mechanical PED, there are several specialties within the scope of this work. A partial listing follows:

- |   |  |   |
|---|--|---|
| ✓ ASME K16-Heat Transfer                      | ✓ Advanced Energy Systems                | ✓ Aerospace Engineering                             |
| ✓ Applied Mechanics                           | ✓ Bioengineering                         | ✓ Tribology   |
| ✓ Dynamic Systems and Control                 | ✓ Electrical and Electronic Packaging    | ✓ Fluids Engineering                                |
| ✓ Fluids Power Systems and Technology Systems | ✓ Fuels and Combustion Technologies      | ✓ Heat Transfer                                     |
| ✓ Materials                                   |  | ✓ International Gas Turbine                         |
| ✓ Management                                  | ✓ Manufacturing Engineering *            |   |
| ✓ Nuclear Engineering                         | ✓ Internal Combustion Engineering        | ✓ Microchannel flow and heat transfer               |
| ✓ Offshore Mechanics and Arctic Engineering   | ✓ Materials Handling Engineering*        | ✓ Noise Control and Acoustics                       |
| ✓ Power                                       | ✓ Textile Engineering                    | ✓ Design/Specification-associated personal property |
| ✓ Rail Transportation                         | ✓ Non-Destructive Evaluation Engineering | ✓ Ocean Engineering                                 |
| ✓ Technology and Society                      | ✓ Pressure Vessels and Piping            | ✓ Process Industries                                |
|   | Safety Engineering and Risk Analysis     | ✓ Solar Energy                                      |

The following non-inclusive list represents a sampling of the types of engineering tasks contemplated:

- Acquisition and life cycle management
- Analysis of program goals, mission, objectives, performance
- Assessment Support
- Computer Aided Design (CAD)

- Computer Aided Engineering (CAE)
- Computer Aided Management (CAM)
- Concept development
- D&D (decontamination and decommissioning)
- Demonstration and Validation
- Design/Specifications of engineering nature not associated with real property
- Documentation and Information Dissemination
- Economic/Business case analysis
- Economic impact evaluations
- Education/training
- Environmental control for electrical units (e.g., cooling units)
- Forensic engineering
- Independent Verification and Validation (IV&V)
- Information services (studies, impact statements, program development, project documentation, data collection, data analysis/evaluation, etc.)
- Instrumentation
- Integration
- Investigative Engineering Service
- Life Cycle Costing
- Logistics
- Long-term Reliability and Maintainability
- Migration Strategy
- National Academy of Sciences studies
- Operations Research (Non R&D)
- Plan, organize, establish, implement, manage, maintain, upgrade and control of technical systems
- Privatization
- Program and Project management
- Prototype development and first article(s) production
- Radar/Sonar
- Regulatory compliance support
- Reliability and Maintainability Analysis
- Reverse engineering
- Signal processing
- Simulation and modeling
- Source data development (forward engineering hardware and software systems)
- Source data validation (existing hardware and software systems)
- Special projects and studies
- Statistical analysis
- Support services

- Systems engineering data base development, maintenance, and analysis
- Technical analysis
- Technical and management support
- Technical writing/editorial support
- T&E (test and evaluation) of products and systems

### 3. ORDERING PROCEDURES

a. Procedures for PES priced on GSA schedule at hourly rates.

(1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for professional services SINs that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.

(2) The GSA has determined that the rates for professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(3) When ordering services, ordering offices shall:

(i) Prepare a Request for Quotation

(A) 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.

(B) A request for quotation 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 quotation may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-material orders.



(C) The request for quotation may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.

(D) The request for quotation shall notify EWA what basis will be used for selecting EWA to receive the order. The notice shall include the basis for determining whether EWA is technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for quotations shall notify EWA that will be the case.

(ii) Transmit the Request for Quotation to Contractors:

(A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates, and other factors such as contractors' locations, as appropriate).

(B) The request for quotation should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quotation 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 quotations for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(iii) Evaluate quotations and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quotation, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.

(4) 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:

(i) Inform contractors in the request for quotation (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.

(A) 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 and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.

(B) 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 procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.

(ii) 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 (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.

(5) 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.

(6) When the ordering office's requirement involves both products as well as 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 greatest value in terms of meeting the agency's total needs.

(7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, 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' quotations 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.

b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.

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



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

(ii) **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the GSA Advantage!<sup>TM</sup> on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider: special features of the service that are required in effective program performance and that are not provided by a comparable service, and past performance.

(iii) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph 2.b above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

(A) Review additional Schedule Contractors' catalogs/pricelists or use the GSA Advantage!<sup>TM</sup> on-line shopping service;

(B) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(C) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate. **NOTE:** For orders exceeding the maximum order threshold, EWA may:

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

(iv) **Blanket Purchase Agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

(v) **Price reductions.** In addition to the circumstances outlined in paragraph (3) above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA



is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

**(vi) Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**(vii) Documentation.** Orders should be documented, at a minimum, by identifying the contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

#### **4. ORDER**

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

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

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

a. EWA shall commence performance of services on the date agreed to by EWA and the ordering office.

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

c. EWA guarantees the satisfactory completion of the Professional Engineering Services performed under the task order and that all contract personnel utilized in the performance of Professional Engineering Services under the task order shall have the education, experience, and expertise as stated in the task order.

d. Any Contractor travel required in the performance of Professional Engineering Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the



date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **6. INSPECTION OF SERVICES**

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

## **7. RESPONSIBILITIES OF EWA**

EWA shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **8. RESPONSIBILITIES OF THE GOVERNMENT**

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite Professional Engineering Services.

## **9. INDEPENDENT CONTRACTOR**

All Professional Engineering Services performed by EWA 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**

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 EWA and its affiliates, may either (i) result in an unfair competitive advantage to EWA or its affiliates or (ii) impair EWA’s or its affiliates’ objectivity in performing contract work.

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 EWA, 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**

EWA invoices shall be submitted monthly for Time-and-Materials and Labor-Hour orders for recurring services performed during the preceding month. Fixed-Price orders shall be invoiced according to the instructions specified in each order. If no instructions are specified, invoices shall be submitted monthly for a monthly equivalent fraction of the total costs (1/total number of months).



## **12. PAYMENTS**

The Government shall pay EWA, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. For Time-and-Materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to Time-and-Materials orders placed under this contract. For Labor-Hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to Labor-Hour orders placed under this contract.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that EWA 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 PROFESSIONAL ENGINEERING PRICING AND SERVICES**



**YEAR 6 THROUGH YEAR 10 RATES  
CONTRACTOR / CLIENT SITES  
LABOR CATEGORIES APPLY TO ALL SIN'S**

Labor Category	Site	08/09/10 - 08/08/11	08/09/11 - 08/08/12	08/09/12 - 08/08/13	08/09/13 - 08/08/14	08/09/14 - 08/08/15
		Year 11	Year 12	Year 13	Year 14	Year 15
Subject Matter Expert III	Contractor	\$416.89	\$431.48	\$446.58	\$462.21	\$478.39
	Client	\$310.22	\$321.07	\$332.31	\$343.94	\$355.98
Subject Matter Expert II	Contractor	\$333.36	\$345.03	\$357.11	\$369.61	\$382.55
	Client	\$248.06	\$256.75	\$265.74	\$275.04	\$284.67
Subject Matter Expert I	Contractor	\$280.71	\$290.54	\$300.71	\$311.23	\$322.12
	Client	\$208.88	\$216.20	\$223.77	\$231.60	\$239.71
Principal III	Contractor	\$305.70	\$316.40	\$327.47	\$338.93	\$350.79
	Client	\$227.48	\$235.44	\$243.68	\$252.21	\$261.04
Principal II	Contractor	\$252.72	\$261.57	\$270.72	\$280.20	\$290.01
	Client	\$188.06	\$194.64	\$201.45	\$208.50	\$215.80
Principal I	Contractor	\$207.97	\$215.24	\$222.77	\$230.57	\$238.64
	Client	\$154.75	\$160.17	\$165.78	\$171.58	\$177.59
Manager III	Contractor	\$268.24	\$277.63	\$287.35	\$297.41	\$307.82
	Client	\$199.61	\$206.59	\$213.82	\$221.30	\$229.05
Manager II	Contractor	\$225.88	\$233.78	\$241.96	\$250.43	\$259.20
	Client	\$168.08	\$173.96	\$180.05	\$186.35	\$192.87
Manager I	Contractor	\$165.18	\$170.97	\$176.95	\$183.14	\$189.55
	Client	\$122.92	\$127.22	\$131.67	\$136.28	\$141.05
Technical V	Contractor	\$225.88	\$233.78	\$241.96	\$250.43	\$259.20
	Client	\$168.08	\$173.96	\$180.05	\$186.35	\$192.87
Technical IV	Contractor	\$197.01	\$203.91	\$211.05	\$218.44	\$226.09
	Client	\$146.60	\$151.73	\$157.04	\$162.54	\$168.23
Technical III	Contractor	\$143.74	\$148.78	\$153.99	\$159.38	\$164.96
	Client	\$106.96	\$110.71	\$114.58	\$118.59	\$122.74
Technical II	Contractor	\$129.02	\$133.54	\$138.21	\$143.05	\$148.06



Labor Category	Site	08/09/10 - 08/08/11	08/09/11 - 08/08/12	08/09/12 - 08/08/13	08/09/13 - 08/08/14	08/09/14 - 08/08/15
		Year 11	Year 12	Year 13	Year 14	Year 15
	Client	\$96.01	\$99.37	\$102.85	\$106.45	\$110.18
Technical I	Contractor	\$97.30	\$100.71	\$104.23	\$107.88	\$111.66
	Client	\$72.41	\$74.94	\$77.56	\$80.27	\$83.08
Business Specialist IV	Contractor	\$150.97	\$156.25	\$161.72	\$167.38	\$173.24
	Client	\$112.34	\$116.27	\$120.34	\$124.55	\$128.91
Business Specialist III	Contractor	\$130.23	\$134.79	\$139.51	\$144.39	\$149.44
	Client	\$96.91	\$100.30	\$103.81	\$107.44	\$111.20
Business Specialist II	Contractor	\$110.29	\$114.15	\$118.15	\$122.29	\$126.57
	Client	\$82.07	\$84.94	\$87.91	\$90.99	\$94.17

Business Specialist I	Contractor	\$90.99	\$94.17	\$97.47	\$100.88	\$104.41
	Client	\$67.71	\$70.08	\$72.53	\$75.07	\$77.70
Document Specialist III	Contractor	\$113.18	\$117.14	\$121.24	\$125.48	\$129.87
	Client	\$84.22	\$87.17	\$90.22	\$93.38	\$96.65
Document Specialist II	Contractor	\$97.75	\$101.17	\$104.71	\$108.37	\$112.16
	Client	\$72.74	\$75.28	\$77.91	\$80.64	\$83.46
Document Specialist I	Contractor	\$72.47	\$75.00	\$77.63	\$80.35	\$83.16
	Client	\$53.92	\$55.81	\$57.76	\$59.78	\$61.87
Administrative Support III	Contractor	\$103.67	\$107.30	\$111.06	\$114.95	\$118.97
	Client	\$77.14	\$79.84	\$82.63	\$85.52	\$88.51
Administrative Support II	Contractor	\$83.71	\$86.64	\$89.67	\$92.81	\$96.06
	Client	\$62.29	\$64.47	\$66.73	\$69.07	\$71.49
Administrative Support I	Contractor	\$62.67	\$64.86	\$67.13	\$69.48	\$71.91
	Client	\$46.63	\$48.27	\$49.96	\$51.71	\$53.52



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**LABOR CATEGORY DESCRIPTIONS**

<b>Labor Category</b>	<b>Education</b>	<b>Experience</b>	<b>General Description</b>
<b>Subject Matter Expert</b>			
Subject Matter Expert III	Doctorate level degree or equivalent technical expertise.	15 years of experience in applicable specialty.	Policy level consultation. Expert in specialty area. May offer a unique technical expertise.
Subject Matter Expert II	Doctorate level degree or equivalent technical expertise.	10 years of experience in applicable specialty.	Policy level consultation. Expert in specialty area. May offer a unique technical expertise.
Subject Matter Expert I	Doctorate level degree or equivalent technical expertise.	8 years of experience in applicable specialty.	Policy level consultation. Expert in specialty area. May offer a unique technical expertise.
<b>Principal</b>			
Principal III	Masters degree or equivalent experience.	15 Years	Policy level consultation to program. Experience in applicable SIN at the policy development or management level.
Principal II	Masters degree or equivalent experience.	10 Years	Policy level consultation to program. Experience in applicable SIN at the policy development or management level.
Principal I	Masters degree or equivalent experience.	8 Years	Policy level consultation to program. Experience in applicable SIN at the policy development or management level.
<b>Manager</b>			
Manager III	Experience managing multiple programs. Masters degree or equivalent experience.	15 years experience in applicable specialty	Corporate level program management support. Provide guidance and insight to multiple projects. Must possess experience in relevant technical area.
Manager II	Experience managing program of similar size and nature. Masters degree in relevant technical discipline or equivalent experience and education.	6 years of experience in applicable specialty.	Manages overall program direction. Provides technical direction, interprets and communicates program goals, primary liaison with equivalent client manager.
Manager I	Bachelor degree in relevant technical discipline or equivalent experience.	4 years of experience in relevant technical area.	May manage project task(s). Provides technical direction to project staff. May function as a senior technical member of program.





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Labor Category	Education	Experience	General Description
<b>Technical</b>			
Technical V	Bachelor degree required in relevant technical discipline or equivalent experience.	15 years of experience in relevant technical area.	Working knowledge of relevant technical field. Works as member of project staff. May manage multiple tasks.
Technical IV	Bachelor degree in relevant technical discipline or equivalent experience.	10 years of experience in relevant technical area.	Working knowledge of relevant technical field. Works as member of project staff. May manage multiple tasks.
Technical III	Bachelor degree in relevant technical discipline or equivalent experience.	6 years of experience in relevant technical area.	Working knowledge of relevant technical field. Works as member of project staff. May manage multiple tasks.
Technical II	Bachelor degree in relevant technical discipline or equivalent experience.	4 years of experience in relevant technical area.	Working knowledge of relevant technical field. Works as member of project staff. May manage multiple tasks.
Technical I	Bachelor degree in relevant technical discipline or equivalent experience.	0 years of experience in relevant technical area.	Knowledge of relevant technical field. Works as member of project staff.
<b>Business Specialist</b>			
Business Specialist IV	Bachelor degree or equivalent experience.	15 Years	Provides project input relating to business, finance and accounting. May include, but is not limited to, analytical support, project control, finance, accounting, contracts, cost estimating, security, project planning and scheduling.
Business Specialist III	Bachelor degree or equivalent experience.	8 Years	Provides project input relating to business, finance and accounting. May include, but is not limited to, analytical support, project control, finance, accounting, contracts, cost estimating, security, project planning and scheduling.
Business Specialist II	Bachelor degree or equivalent experience.	5 Years	Provides project input relating to business, finance and accounting. May include, but is not limited to, analytical support, project control, finance, accounting, contracts, cost estimating, security, project planning and scheduling.



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Labor Category	Education	Experience	General Description
Business Specialist I	Bachelor degree or equivalent experience.	0 Years	Provides project input relating to business, finance and accounting. May include, but is not limited to, analytical support, project control, finance, accounting, contracts, cost estimating, security, project planning and scheduling.
<b>Document Specialist</b>			
Documentation Specialist III	Bachelor Degree or equivalent experience	8 Years	Provides project support relating to designing, developing project documentation efforts to include user's manuals, training materials, reports and deliverables.
Documentation Specialist II	Bachelor Degree or equivalent experience	4 Years	Provides project support relating to designing, developing project documentation efforts to include user's manuals, training materials, reports and deliverables.
Documentation Specialist I	Bachelor Degree or equivalent experience	0 Years	Provides project support relating to designing, developing project documentation efforts to include user's manuals, training materials, reports and deliverables.
<b>Administrative Support</b>			
Administrative Support III	Bachelor degree or equivalent experience.	8 Years	Provides non-technical support to project staff. May include support in areas including, but not limited to, documentation planning, project administration, general office support, human resources planning, event planning, facilities management and/or mail services.
Administrative Support II	Bachelor degree or equivalent experience.	4 Years	Provides non-technical support to project staff. May include support in areas including, but not limited to, documentation planning, project administration, general office support, human resources planning, event planning, facilities management and/or mail services.
Administrative Support I	Bachelor degree or equivalent experience.	0 Years	Provides non-technical support to project staff. May include support in areas including, but not limited to, documentation planning, project administration, general office support, human resources planning, event planning, facilities management and/or mail services.



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

**PREAMBLE**

Electronic Warfare Associates, 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 businesses 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 Kim Thomas [kthomas@ewa.com](mailto:kthomas@ewa.com) (703) 904-5060 or (703) 904-5778 fax.







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**BLANKET PURCHASE AGREEMENT  
ELECTRONIC WARFARE ASSOCIATES, INC.  
(CONTINUED)**

(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 EWA's invoice, the provisions of this BPA will take precedence.



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## **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 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 Schedule's "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.



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**SERVICE AND DISTRIBUTION POINTS  
ELECTRONIC WARFARE ASSOCIATES**

**Crystal City**

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PH) (703) 416-9311  
FX) (703) 416-9320

**Fairmont 1100**

5000 NASA Boulevard, Suite 1100  
Fairmont, West Virginia 26554  
PH) (304) 367-0776  
FX) (304) 366-6882

**Fairmont 1200**

5000 NASA Boulevard, Suite 1200  
Fairmont, West Virginia 26554  
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**Mount Laurel**

123 Gaither Drive  
Mount Laurel, New Jersey 08054  
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**Lake Mary**

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Lake Mary, Florida 32746  
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**Ridgecrest**

400 West Reeves Avenue  
Ridgecrest, California 93555  
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**San Antonio**

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**Bowling Green**

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Bowling Green, Kentucky 42101  
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