

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Special Item No. 54151S Information Technology Professional Services  
OLM: Order Level Materials

*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: Offers and Agencies are advised that General Services Administration (GSA) Multiple Award Schedule (MAS) 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 nor 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 their authorized agents.*

Seabrook Solutions, LLC  
620 Discovery Drive, Bldg. 2, Ste. 360  
Huntsville, AL 35806  
(256) 975-2040  
[www.Seabrook-Solutions.com](http://www.Seabrook-Solutions.com)

Contract Number: 47QTCA18D00DG  
Period of Performance: June 6, 2018 through June 5, 2023

## Table of Contents

Section:	Page:
Customer Information:	3
Terms and Conditions Applicable to Awarded Special Item Number 54151S	5
Labor Rates	9
Labor Category Descriptions	10

Customer Information:

- 1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS: 54151S and OLM
- 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:  
Programmer/Analyst III: \$51.87
- 1c. HOURLY RATES: See Below
2. MAXIMUM ORDER: \$500,000
3. MINIMUM ORDER: \$100
4. GEOGRAPHIC COVERAGE: CONUS – 48 States, Washington D.C., Puerto Rico and Hawaii
5. POINT OF PRODUCTION: US
6. DISCOUNT FROM LIST PRICES: Prices shown herein are Net (discounts deducted).
7. QUANTITY DISCOUNT: None
8. PROMPT PAYMENT TERMS: Net 30 Days
- 9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9.b Government Purchase Cards are accepted above the micro-purchase threshold.
10. FOREIGN ITEMS: Not Offered
- 11a. TIME OF DELIVERY:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
54151S	As agreed to between Seabrook and the ordering activity
- 11b. EXPEDITED DELIVERY: As agreed to between SEABROOK and the ordering activity
- 11c. OVERNIGHT AND 2-DAY DELIVERY: As agreed to between SEABROOK and the ordering activity
- 11d. URGENT REQUIRMENTS: As agreed to between SEABROOK and the ordering activity
12. FOB POINT: Destination

- 13a. ORDERING ADDRESS:  
620 Discovery Drive, Bldg. 2, Ste. 360  
Huntsville, AL 35806
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
14. PAYMENT ADDRESS:  
620 Discovery Drive, Bldg. 2, Ste. 360  
Huntsville, AL 35806
15. WARRANTY PROVISION: Not Applicable
16. EXPORT PACKING CHARGES: Not Applicable
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: Not Applicable
19. TERMS AND CONDITIONS OF INSTALLATION: Not Applicable
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES: Not Applicable
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: None
21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not Applicable
22. LIST OF PARTICIPATING DEALERS: None
23. PREVENTIVE MAINTENANCE: Not Applicable
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES: Not Applicable
- 24b. SECTION 508 COMPLIANCE FOR EIT: Not Applicable
25. DUNS NUMBER: 078661168
26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION DATABASE: Current

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this GSA MAS 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 I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**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 activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT 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**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--  
COMMERCIAL

ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data – General, may apply.

**8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

**9. INDEPENDENT CONTRACTOR**

All IT Professional 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 ordering activity.

**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 ordering activity contract, without some restriction on ordering 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 ordering activity, ordering activities 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 Professional services. Progress payments may be authorized by the ordering activity 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 ordering activity 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I –

FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  - (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity 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 activity 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 PROFESSIONAL SERVICES AND PRICING**

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Program/Project Manager	\$ 124.55	\$ 127.04	\$ 129.58	\$ 132.17	\$ 134.81
QA Evaluator I	\$ 62.87	\$ 64.13	\$ 65.41	\$ 66.72	\$ 68.05
QA Evaluator II	\$ 73.48	\$ 74.95	\$ 76.45	\$ 77.98	\$ 79.54
QA Evaluator III	\$ 82.24	\$ 83.89	\$ 85.56	\$ 87.27	\$ 89.02
IT Professional I	\$ 60.83	\$ 62.05	\$ 63.29	\$ 64.56	\$ 65.85
IT Professional II	\$ 66.97	\$ 68.31	\$ 69.67	\$ 71.06	\$ 72.49
IT Professional III	\$ 78.87	\$ 80.45	\$ 82.06	\$ 83.70	\$ 85.38
Programmer/Analyst III	\$ 51.87	\$ 52.91	\$ 53.96	\$ 55.04	\$ 56.14
Programmer/Analyst VI	\$ 70.91	\$ 72.33	\$ 73.78	\$ 75.25	\$ 76.76
SME 1	\$ 134.96	\$ 137.66	\$ 140.41	\$ 143.22	\$ 146.08
SME 2	\$ 155.67	\$ 158.78	\$ 161.96	\$ 165.19	\$ 168.50
SME 3	\$ 259.44	\$ 264.63	\$ 269.93	\$ 275.32	\$ 280.83

## Labor Category Descriptions

Experience for Education Substitution	
Associates	HS + 3 Years
Bachelors	HS + 4 Years

Government Site Rates	Minimum Education	Minimum Years Exp	Functional Responsibilities
Program/Project Manager	Bachelor Degree	20	Responsible for the overall performance of the contract. Ensure the highest quality services are being provided to the customer and ensure consistency in the products and services across the team. Manages all schedules, cost and performance on the contract. Serves as the primary interface to the customer (which includes the technical POC and the contracting office), any subcontractors and their personnel and company executives.
QA Evaluator I	Associates Degree	3	Performs Quality Assurance Assessments, Data Analysis, Data Coordination, and Data Integrity
QA Evaluator II	Bachelor Degree	10	Performs Quality Assurance Assessments, Data Analysis, Data Coordination, and Technical Mentor to junior QA specialists
QA Evaluator III	Bachelor Degree	15	Performs Quality Assurance Assessments, Data Analysis, Data Coordination, manages schedules, cost, and budgets for divisions of the DOD
IT Professional I	Bachelor Degree	0	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and installing to support an organization's application systems. Performs systems analysis, conceives, develops, and evaluates plans and criteria for new technology applications. Works under immediate supervision and reports to a supervisor or manager.

IT Professional II	Bachelor Degree	4	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and installing to support an organization's application systems. Performs systems analysis, conceives, develops, and evaluates plans and criteria for new technology applications. Works with little to no supervision.
IT Professional III	Bachelor Degree	10	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and installing to support an organization's application systems. Performs systems analysis, conceives, develops, and evaluates plans and criteria for new technology applications. Recognized technical expert. Mentors junior lower ranked IT Professional for development of skills.
Programmer/Analyst III	Bachelor Degree	5	Develops requirements, definition, design, testing and documentation of computer software; analyzes program output, code, and documentation for correctness; provides recommendations for improvements in programs; compiles hardware and software systems standards and procedures; writes and submits technical reports for presentations and customer briefings; maintains liaison with outside hardware and software vendors. Works with some supervision, but can complete projects without direct supervision.
Programmer/Analyst VI	Bachelor Degree	13	Develops requirements, definition, design, testing and documentation of computer software; analyzes program output, code, and documentation for correctness; provides recommendations for improvements in programs; compiles hardware and software systems standards and procedures; writes and submits technical reports for presentations and customer briefings; maintains liaison with outside hardware and software vendors. Works with little supervision to complete projects.
SME 1	Bachelor Degree	15	Provide highly qualified experience to the government in technical and programmatic areas of expertise. These areas can include Information Technology, Information Management, Strategic Planning, Data Analysis, Cost and Schedule Projections, Project Review, and other Special Studies.

SME 2	Bachelor Degree	20	Provide highly qualified experience to the government in technical and programmatic areas of expertise. These areas can include Information Technology, Information Management, Strategic Planning, Data Analysis, Cost and Schedule Projections, Project Review, and other Special Studies.
SME 3	Bachelor Degree	25	Provide highly qualified experience to the government in technical and programmatic areas of expertise. These areas can include Information Technology, Information Management, Strategic Planning, Data Analysis, Cost and Schedule Projections, Project Review, and other Special Studies.