MAS Contract #GS-10F-0314T is listed here for reference purposes only and is replaced by Contract #47QTCA18D00BR. GS-10F-0314T is only to be used for BPAs and orders awarded prior to or pending an award decision as of June 14, 2022. All new BPAs and orders MUST be awarded against Kilda Group’s surviving MAS contract #47QTCA18D00BR.

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

Online 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 for GSA Advantage™ is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE (MAS)
Federal Supply Group: Professional Services

For more information on ordering from Federal Supply Schedules, go to the GSA Schedules page at GSA.gov.

Kilda Group LLC
Helping organizations achieve positive and lasting results

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>GS-10F-0314T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Period</td>
<td>7/25/2007-7/24/2027</td>
</tr>
</tbody>
</table>
| Address         | Kilda Group LLC  
479 Jumpers Hole Road, Suite 204  
Severna Park, MD 21146 |
| Phone           | 410.990.1819 or 410.263.0276 |
| Fax             | 410.263.0256 |
| Website         | www.kildagroup.com |
| Contract        | Kelley McConnell, Director  
Email: kmcconnell@kildagroup.com |
| Administration  | Taylor Armstrong, Junior Operations Manager  
Email: taylor.armstrong@kildagroup.com |

Kilda Group is a Service-Disabled Veteran-Owned Small Business

Price list current as of Modification #PA-0036 effective December 16, 2021 and #PO-0038, effective July 25, 2022
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1. GSA AWARDED TERMS AND CONDITIONS

1a. Awarded Special Item Numbers (SINs): 541611/RC, 611430/RC, 611512/RC, and OLM

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>541611/RC</td>
<td>Management and Financial Consulting, Acquisition and Grants Management</td>
</tr>
<tr>
<td></td>
<td>Support, and Business Program and Project Management Services</td>
</tr>
</tbody>
</table>

Kilda Group brings exceptional past performance and experience in providing expert advice and assistance in support of an agency’s mission-oriented business functions, and program and project management are central to Kilda Group’s core services offered.

SIN 541611 covers the provision of operating advice and assistance on administrative and management issues. Examples include: strategic and organizational planning, business process improvement, acquisition and grants management support, facilitation, surveys, assessment and improvement of financial management systems, financial reporting and analysis, due diligence in validating an agency’s portfolio of assets and related support services, strategic financial planning, financial policy formulation and development, special cost studies, actuarial services, economic and regulatory analysis, benchmarking and program metrics, and business program and project management.

Inherently Governmental services as identified in FAR 7.503 or by the ordering agency are prohibited. It is the responsibility of the Contracting Officer placing the order to make this determination. Ordering activities must require prospective contractors to identify potential conflicts of interest and address those, prior to task order award.

Personal services as defined in FAR 37.104 are prohibited.

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>611430/RC</td>
<td>Professional and Management Development Training</td>
</tr>
</tbody>
</table>

Kilda Group’s customer-commended training services include everything from training materials design, development, and delivery to curriculum design and development to train-the-trainer programs to enterprise training and learning programs to enterprise business systems training to training logistics.

SIN 611430 services include offering an array of short duration courses and seminars for management and professional development. Training for career development may be provided directly to individuals or through employers' training programs, and courses may be customized or modified to meet the special needs of customers. Instruction may be provided in diverse settings, such as the establishment's or agency's training facilities, and through diverse means, such as correspondence, television, the Internet, or other electronic and distance-learning methods. The training provided may include the use of simulators and simulation methods.

Examples include Training Services that are instructor led Training or Web Based Training of Education Courses, Course Development and Test Administration, Learning Management, and Internships; Environmental Training Services in order to meet Federal mandates and Executive Orders; training of agency personnel to deal with media and media responses; Logistics Training Services related to system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities; Audit & Financial training services related to course development and instruction required to support audit, review, financial assessment and financial management activities.

*Unless otherwise noted, support materials (i.e. books, pamphlets, software, etc.) are included in the Training Services pricing / quote we provide.*

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>611512/RC</td>
<td>Flight Training</td>
</tr>
</tbody>
</table>
SIN 611512 includes aviation and flight training.

<table>
<thead>
<tr>
<th>OLM</th>
<th>Order-Level Materials (OLM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.</td>
<td></td>
</tr>
</tbody>
</table>

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- Open Market Items
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33% of the order, excluding travel costs.
1b. Hourly Rates / Price List: SINs 541611/RC, 611430/RC, 611512/RC (inclusive of IFF)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Director/Specialist Level I</td>
<td>DS01</td>
<td>$276.85</td>
<td>$276.85</td>
<td>$284.32</td>
<td>$292.00</td>
<td>$299.88</td>
<td>$307.98</td>
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<tr>
<td>Director/Specialist Level II</td>
<td>DS02</td>
<td>$256.86</td>
<td>$256.86</td>
<td>$263.80</td>
<td>$270.92</td>
<td>$278.23</td>
<td>$285.74</td>
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<tr>
<td>Project Manager Level I</td>
<td>PM01</td>
<td>$235.45</td>
<td>$235.45</td>
<td>$241.81</td>
<td>$248.34</td>
<td>$255.05</td>
<td>$261.94</td>
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<tr>
<td>Project Manager Level II</td>
<td>PM02</td>
<td>$210.45</td>
<td>$210.45</td>
<td>$216.13</td>
<td>$221.97</td>
<td>$227.96</td>
<td>$234.11</td>
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<tr>
<td>Project Lead Level I</td>
<td>PL01</td>
<td>$193.26</td>
<td>$193.26</td>
<td>$198.48</td>
<td>$203.84</td>
<td>$209.34</td>
<td>$214.99</td>
</tr>
<tr>
<td>Project Lead Level II</td>
<td>PL02</td>
<td>$176.06</td>
<td>$176.06</td>
<td>$180.81</td>
<td>$185.69</td>
<td>$190.70</td>
<td>$195.85</td>
</tr>
<tr>
<td>Senior Consultant Level I</td>
<td>SC01</td>
<td>$163.00</td>
<td>$167.40</td>
<td>$171.92</td>
<td>$176.56</td>
<td>$181.33</td>
<td>$186.23</td>
</tr>
<tr>
<td>Senior Consultant Level II</td>
<td>SC02</td>
<td>$142.71</td>
<td>$146.56</td>
<td>$150.52</td>
<td>$154.58</td>
<td>$158.75</td>
<td>$163.04</td>
</tr>
<tr>
<td>Consultant Level I</td>
<td>CL01</td>
<td>$130.97</td>
<td>$134.51</td>
<td>$138.14</td>
<td>$141.87</td>
<td>$145.70</td>
<td>$149.63</td>
</tr>
<tr>
<td>Consultant Level II</td>
<td>CL02</td>
<td>$125.57</td>
<td>$128.96</td>
<td>$132.44</td>
<td>$136.02</td>
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<tr>
<td>Analyst Level I</td>
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<td>$105.62</td>
<td>$108.47</td>
<td>$111.40</td>
<td>$114.41</td>
<td>$117.50</td>
<td>$120.67</td>
</tr>
<tr>
<td>Associate Level I</td>
<td>AS01</td>
<td>$91.33</td>
<td>$93.80</td>
<td>$96.33</td>
<td>$98.93</td>
<td>$101.60</td>
<td>$104.34</td>
</tr>
<tr>
<td>Associate Level II</td>
<td>AS02</td>
<td>$77.07</td>
<td>$79.15</td>
<td>$81.29</td>
<td>$83.48</td>
<td>$85.73</td>
<td>$88.04</td>
</tr>
</tbody>
</table>
### 1c. Labor Category Descriptions: SINs 541611/RC, 611430/RC, 611512/RC

<table>
<thead>
<tr>
<th>Labor Category &amp; Labor Code</th>
<th>Minimum Education &amp; Experience</th>
<th>Duties/Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director/Specialist Level I</td>
<td>1) Doctorate + 6 years, or 2) Master's + 8 years, or 3) Bachelor's + 12 years</td>
<td><strong>Overview:</strong> Provide strategy, leadership, and overall direction for a major program and/or multiple projects OR provide thought leadership, strategy, and direction to client in response to unique, niche requirements. <strong>Duties and Responsibilities:</strong> Architect overall solution for the client with input from project/client team. Assemble, lead, and manage program and/or multiple project teams. Conduct research and share industry best practice in relation to unique, niche client requirements. Manage overall client relationship.</td>
</tr>
<tr>
<td>DS01</td>
<td>1) Doctorate + 4 years, or 2) Master's + 6 years, or 3) Bachelor's + 10 years</td>
<td></td>
</tr>
<tr>
<td>Director/Specialist Level II</td>
<td>1) Doctorate + 2 years, or 2) Master's + 4 years, or 3) Bachelor's + 8 years</td>
<td><strong>Overview:</strong> Oversee various projects. <strong>Duties and Responsibilities:</strong> Develop and manage project schedules. Gather and report task status from project teams. Track status of contracts and project financials. Verify quality of deliverables. Augment staff as project dictates. Perform administrative and supervisory project duties.</td>
</tr>
<tr>
<td>DS02</td>
<td>1) Doctorate + 0 years 2) Master's + 2 years, or 3) Bachelor's + 7 years, or 4) None + 15 years + Adv Certification</td>
<td></td>
</tr>
<tr>
<td>Project Manager Level I</td>
<td>1) Master's + 0 years, or 2) Bachelor's + 6 years, or 3) None + 12 years + Adv Certification</td>
<td><strong>Overview:</strong> Oversee daily operations of project schedule and team. <strong>Duties and Responsibilities:</strong> Develop and manage project schedule. Gather and report task status from project team. Track status of contract and project financials. Verify quality of deliverables. Augment staff as project dictates. Perform administrative and supervisory project duties.</td>
</tr>
<tr>
<td>PM01</td>
<td>1) Bachelor's + 5 years, or 2) None + 10 years + Adv Certification</td>
<td></td>
</tr>
<tr>
<td>Project Lead Level I</td>
<td>1) Bachelor's + 4 years, or 2) None + 10 years + Adv Certification</td>
<td><strong>Overview:</strong> Lead the client, project team, and activities that result in the design, development, and delivery of client solutions and deliverables. <strong>Duties and Responsibilities:</strong> Assemble and lead client and project team resources. Architect overall solution for client with input from project team members. Conduct research to gather information needed to complete client deliverables. Present findings and recommendations to client with project team. Manage client relationship. Manage team, schedule, and tasks to ensure on-time completion of assigned tasks and deliverables. Mentor junior staff members. Ensure adequacy, accuracy, and quality of relevant deliverables. Perform administrative project duties.</td>
</tr>
<tr>
<td>PL01</td>
<td>1) Bachelor's + 3 years, or 2) None + 10 years + Adv Certification</td>
<td></td>
</tr>
<tr>
<td>Project Lead Level II</td>
<td>1) Bachelor's + 3 years, or 2) None + 10 years + Adv Certification</td>
<td></td>
</tr>
<tr>
<td>SC01</td>
<td>1) Bachelor's + 4 years, or 2) None + 10 years + Adv Certification</td>
<td></td>
</tr>
<tr>
<td>SC02</td>
<td>1) Bachelor's + 4 years, or 2) None + 10 years + Adv Certification</td>
<td></td>
</tr>
</tbody>
</table>
### Consultant Level I

**CL01**

1. Bachelor’s + 2 years, or 2) None + 10 years + Certification

**Overview:** Lead team and provide direction that result in the design, development, and delivery of client solutions and deliverables.

**Duties and Responsibilities:** Conduct research to gather information needed to complete client deliverables. Present findings and recommendations to client and project team. Interface with client, project team, and Management on requirements. Manage team, schedule, and tasks to ensure on-time completion of assigned tasks and deliverables. Mentor junior staff members. Ensure adequacy, accuracy, and quality of relevant deliverables. Perform administrative project duties. Perform duties required for successful completion of project deliverables.

### Consultant Level II

**CL02**

1. Bachelor’s + 0 years, or 2) None + 8 years + Certification

**Overview:** Provide analysis and recommendations that contribute to the design, development, and delivery of client solutions and deliverables.

**Duties and Responsibilities:** Conduct research to gather information needed to complete client deliverables. Present findings and recommendations to client and project team. Interface with client and management on requirements. Manage schedule and tasks to ensure on-time completion of assigned tasks and deliverables. Ensure adequacy, accuracy, and quality of relevant deliverables. Perform duties required for successful completion of project deliverables.

### Analyst Level I

**AL01**

1. Bachelor’s + 0 years, or 2) None + 6 years + Certification, or 3) None + 8 years

**Overview:** Provide analysis and recommendations that contribute to the design, development, and delivery of client deliverables.

**Duties and Responsibilities:** Conduct research to gather information needed to complete client deliverables. Present findings and recommendations to project team. Interface with client and management on requirements. Ensure adequacy, accuracy, and quality of relevant deliverables.

### Associate Level I

**AS01**

1. Bachelor’s + 1 years, or 2) None + 3 years + Certification, or 3) None + 5 years

**Overview:** Provide analysis and recommendations that contribute to the development of client deliverables.

**Duties and Responsibilities:** Perform duties required for successful completion of project deliverables. Conduct research to gather information needed to complete client deliverables. Present findings and recommendations to project team. Interface with client and management on requirements. Ensure adequacy, accuracy, and quality of relevant deliverables.

### Associate Level II

**AS02**

1. Bachelor’s + 0 years, or 2) None + 2 years + Certification, or 3) None + 4 years

**Overview:** Provide analysis and recommendations that contribute to the development of client deliverables.

**Duties and Responsibilities:** Perform duties required for successful completion of project deliverables. Conduct research to gather information needed to complete client deliverables. Present findings and recommendations to project team. Interface with client and management on requirements. Ensure adequacy, accuracy, and quality of relevant deliverables.

### 2. Maximum Order Limitation

The Maximum Order value for awarded Special Item Numbers (SINs) is:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>541611/RC</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>611430/RC</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>611512/RC</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

Notwithstanding these limits, agencies may place and Kilda Group may honor orders exceeding this limit in accordance with FAR 8.404.
3. **Minimum Order**
   $300.00

4. **Geographic Coverage (delivery area)**
   Domestic and Overseas

5. **Point(s) of production**
   Same as company address

6. **Discounts**
   Prices shown on Price List are net prices.

7. **Quantity Discounts**
   None Offered

8. **Prompt payment terms**
   Net 30 Days.

   Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **Foreign items**
   None

10a. **Time of delivery**
   Services are specified on individual task orders and mutually agreed to by Kilda Group and the ordering agency.

10b. **Items available for expedited delivery are noted in this price list**
   Services are specified on individual task orders and mutually agreed to by Kilda Group and the ordering agency.

10c. **Overnight and 2-day delivery**
   Services are specified on individual task orders and mutually agreed to by Kilda Group and the ordering agency.

10d. **Urgent Requirements**
   Agencies are advised to contact Kilda Group for Urgent requirements.

   The following telephone numbers can be used to obtain urgent assistance: (410) 320-0078; (443) 949-5823; (443) 336-5794.

11. **F.O.B. point**
   Destination
12a. Ordering Address
Kilda Group LLC
479 Jumpers Hole Rd, Suite 204
Severna Park, MD 21146

The following telephone numbers can be used by ordering activities to obtain technical and/or ordering assistance: (410) 320-0078; (443) 949-5823; (443) 336-5794

12b. Ordering Procedures
For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address
Kilda Group LLC
479 Jumpers Hole Rd, Suite 204
Severna Park, MD 21146

The following telephone number can be used to obtain payment assistance: (443) 336-5794.

14. Warranty Provision
For each Kilda Group service, Kilda Group warrants that it will be performed:
  1. In a workmanlike manner; and
  2. According to a mutually agreeable Statement of Work.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Unless specified otherwise, materials and non-Kilda Group services are provided on an “AS IS” basis.

15. Export packing charges: N/A

16. Terms and conditions of rental, maintenance, and repair: N/A

17. Terms and conditions of installation: N/A

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from price lists: N/A

18b. Terms and conditions for any other services: N/A

19. List of service and distribution points: N/A

20. List of participating dealers: N/A

21. Preventative maintenance: N/A

22a. Special attributes such as environmental attributes: N/A
22b. If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: www.Section508.gov.

N/A

23. Unique Entity Identifier (UEI) Number:
LDB4MTDV8K6

24. Notification regarding registration in System for Award Management (SAM) database
Registered and Active
2. SMALL BUSINESS INFORMATION FOR ORDERING ACTIVITIES

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service.

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals.

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.
3. NON-AWARDED ADDITIONAL INFORMATION AND TERMS

1. CAGE Code
1YZS6

2. Travel Expense Reimbursement
Costs for transportation and per diem (lodging, meals, and incidental expenses) are directly reimbursable by the ordering agency, in accordance with Federal Travel Regulations, FAR Part 31. Travel time is billable at the same hourly rates as set forth in the price list. G&A will be added to travel charges in accordance with Kilda Group’s cost accounting disclosure statement. Mileage for travel shall be reimbursed in accordance with the federal travel regulations or the joint travel regulations, as applicable.

Alternatively, travel can be priced as a fixed price item on orders. The Industrial Funding Fee does NOT apply to travel and per diem charges.

3. Personnel
Kilda Group will try to honor the Government’s requests regarding the assignment of our personnel to your project. However, we reserve the right to determine the assignment of our personnel.

In recognition of the fact that Kilda Group personnel provided to the Government under this contract may perform similar services from time to time for others, this contract shall not prevent us from performing such similar services or restrict us from using the personnel provided to the Government under this contract.

Kilda Group is responsible for the supervision, direction, control and compensation of our respective personnel. Services may be performed by both Kilda Group personnel and subcontracted non-Kilda Group personnel.

4. Contract administration for ordering activities
Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

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

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

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

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:
   This order is placed under written authorization from _______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

7. Terms, Conditions, and Prices
The terms, conditions and prices of this published pricelist shall prevail in lieu of any other terms, conditions and prices which may be set forth in any order placed under this contract except as may be otherwise agreed to.

The Service Contract Act (SCA) is applicable to this contract and as it applies to the entire MAS and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29CRF 5413.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and/or when Kilda Group adds SCA labor categories/employees to the contract through the modification process, Kilda Group will inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable wage determination (WD) number.

8. Limitations of Liability
Kilda Group shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Kilda Group, unless such injury or damage is due to the fault or negligence of Kilda Group.

Circumstances may arise where, because of a default on Kilda Group’s part or other liability, the Government is entitled to recover damages from Kilda Group. In each such instance, regardless of the basis on which the Government is entitled to claim damages from Kilda Group (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Kilda Group is liable only for:

   A. Damages for bodily injury (including death) and damage to real property and tangible personal property; and
   B. The amount of any other actual direct damages or loss, up to the greater of $100,000 or the charges for the Service that is subject of the claim.

This limit also applies to any of our subcontractors. It is the maximum for which Kilda Group and our subcontractors are collectively responsible.

Under no circumstance is Kilda Group or our subcontractors liable for any of the following:
   A. Third party claims against the Government for losses or damages (other than those under the items 1 and 2 above)
B. Loss of, or damage to, the Government’s records or data; or
C. Special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if Kilda Group is informed of their possibility.

9. Complete Agreement
Kilda Group’s MAS, its Published Terms, and any RFP, Proposal and Statement of Work issued against the Contract constitute the complete Agreement of the parties and supersede all prior communications, agreement, or understandings on this subject.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

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MAS Contract #GS-10F-0314T is listed here for reference purposes only and is replaced by Contract #47QTCA18D00BR. GS-10F-0314T is only to be used for BPAs and orders awarded prior to or pending an award decision as of June 14, 2022. All new BPAs and orders MUST be awarded against Kilda Group’s surviving MAS contract #47QTCA18D00BR.