GENERAL SERVICES ADMINISTRATION
Federal Supply Service

Authorized Federal Supply Schedule Price List

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: http://https://www.gsaadvantage.gov/

Multiple Award Schedule (MAS)

CONTRACT NUMBER: GS-35F-0181P

CONTRACT PERIOD: December 12, 2017 – December 11, 2023
Mod PS-A812 Effective Date February 05, 2020

Business Size: Large (NAICS: 541511)

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

Torch Technologies, Inc.
4090 South Memorial Parkway S
Huntsville, AL 35802
http://www.torchtechnologies.com
256.319.6000
256.319.6016 (fax)
Email: molly.cook@torchtechnologies.com
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I. CUSTOMER INFORMATION

1a. Awarded Special Item Numbers (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
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<tbody>
<tr>
<td>54151S</td>
<td>INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES</td>
</tr>
<tr>
<td>OLM</td>
<td>ORDER LEVEL MATERIALS</td>
</tr>
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</table>

1b. The pricing for the awarded labor categories can be found in Section II
1c. The labor rate descriptions can be found in Section III.

2. Maximum order $500,000

3. Minimum order $1,000

4. Geographic coverage (delivery area) - The geographic scope of contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii and Puerto Rico, as well as all overseas locations.

5. Point(s) of production: Huntsville, AL

Discounts and concessions offered to the General services Administration are below:

6. Discount: GSA is offered equal to the lowest price offered for each labor category, net 0% discount

7. Quantity Discounts: None. Prices shown are NET Prices.

8. Prompt Payment Discounts: None.
8a. Prompt Payment Terms: Prompt payment discounts are not offered. Net 30 terms.

9a. Government Purchase Cards are accepted below the micro-purchase threshold.

9b. Government Purchase Cards are not accepted above the micro-purchase threshold. Contact contractor for limit.

10. Foreign Items: None

11a. Time of Delivery: As negotiated at the task order level.
11b. Expedited Delivery: As negotiated at the task order level.
11c. overnight and 2-day Delivery: As negotiated at the task order level.
11d. Urgent Requirements: As negotiated at the task order level.

12. FOB Point: Destination

13a. Ordering Address: Attn: GSA Order
Torch Technologies, Inc.
4090 South Memorial Parkway S
Huntsville, AL 35802

Contract Administrator
Molly Cook
molly.cook@torchtechnologies.com
Ph: 256.319.6000
13b. **Ordering Procedures:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPAs) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules) or supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) and a sample BPA can be found at the GSA/FSS Schedule homepage (www.fss.gsa.gov/schedules).

14. **Payment address:** Attn: GSA Order
   Torch Technologies, Inc.
   4090 South Memorial Parkway S
   Huntsville, AL 35802

15. **Warranty Provision:** Not applicable.

16. **Export Packaging Charges:** Not applicable.

17. **Terms & Conditions of Government Purchase Card Acceptance:** The government purchase card is accepted for all orders.

18. **Terms & Conditions of Rental, Maintenance, and Repair:** Not applicable.

19. **Terms & Conditions of Installation:** Not applicable.

20. **Terms & Conditions of Repair Parts:** Not applicable.

21. **List of Service & Distribution Points:** Not applicable.

22. **List of Participating Dealers:** Not applicable.

23. **Preventative Maintenance:** Not applicable.

24a. **Special Attributes:** Not applicable.

24b. **508 Compliance:** Not applicable.

25. **DUNs Number:** 122515708

26. Torch Technologies, Inc. is registered in the Systems for Award Management (SAM).
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 Services within the scope of this Information Technology Schedule.
b. The Contractor shall provide services at the Contractor’s facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES
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 in accordance with this clause.
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.
d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIREING A STATEMENT OF WORK (MAR 2003))
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 services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor’s price list applicable to this Schedule are fair and reasonable. However, the ordering activity 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 deciding that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

   (i) A statement of work (a performance-based statement of work is preferred) 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.

   (ii) The request should include the statement of work and request 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 activity makes a determination it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the 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-materials orders.

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

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors’ locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 51451S, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 51451S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency’s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity’s needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors’ costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) 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 activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity’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.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity 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
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) 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. (See FAR8.404)

(c) The ordering activity 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.

(d) When the ordering activity’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements more than the micro-purchase threshold, the order file should document the evaluation of Schedule contractors’ quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

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

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

c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

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.

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 THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work
of this character. If the product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

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

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the 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 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) 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 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.
II. LABOR RATES - Rates Include 0.75% Industrial Funding Fee

<table>
<thead>
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<th>Labor Category</th>
<th>Gov't Site</th>
<th>Contractor Site</th>
<th>Gov't Site</th>
<th>Contractor Site</th>
<th>Gov't Site</th>
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<th>Contractor Site</th>
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<th>Contractor Site</th>
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<td>$65.64</td>
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</table>

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

**Program Manager**

**Functional Responsibility:**
Effectively managing funds and personnel, ensuring quality and on-time delivery of all contractual items. Providing direct client interface and response, as well as interface to contractual, legal and company business issues. Ensuring that required resources including manpower and facilities are available for program implementation and establishing proper relationships between customers, teaming partners, and vendors to facilitate the delivery of engineering services.

**Minimum Education/Experience:**

<table>
<thead>
<tr>
<th>Level</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager I</td>
<td>Bachelor’s degree in related discipline plus four (4) years of related experience.</td>
</tr>
<tr>
<td>Program Manager II</td>
<td>Master’s degree in related discipline plus four (4) years of related experience.</td>
</tr>
<tr>
<td>Program Manager III</td>
<td>Master’s degree or equivalent in related discipline plus eight (8) years of related experience.</td>
</tr>
</tbody>
</table>

**Education/ Experience Substitution:**
Due to availability or limitation, occasionally substitution of education/experience as referenced below for a professional labor type with additional years of experience/education will be provided per the approval of the federal agency acquiring the service.

Four (4) years of general experience is considered equivalent to a Bachelor’s Degree.
Two (2) years of general experience + BS/BA is equivalent to a Master’s Degree.
Two (2) years of experience + Master’s Degree or equivalent is equivalent to a PhD.

**IT Analyst/Engineer**

**Functional Responsibility:**
Supporting design and implementation of technical solutions to complex discipline-specific problems; leading or supporting technical programs, projects, or tasks whose technical complexity requires Information Technology oversight; ensuring completion of programs, projects or tasks within estimated time frames and budget constraints; ensuring that the quality of the program, project or task deliverable meets the established standards or metrics; briefing and leading process teams.

**Minimum Education/Experience:**

<table>
<thead>
<tr>
<th>Level</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry Level Engineer</td>
<td>Bachelor’s degree in related discipline.</td>
</tr>
<tr>
<td>IT Analyst/Engineer I</td>
<td>Bachelor’s degree in related discipline plus one (1) year of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer II</td>
<td>Bachelor’s degree in related discipline plus two (2) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer III</td>
<td>Bachelor’s degree in related discipline plus three (3) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer IV</td>
<td>Bachelor’s degree in related discipline plus five (5) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer V</td>
<td>Bachelor’s degree in related discipline plus seven (7) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer VI</td>
<td>Bachelor’s degree in related discipline plus nine (9) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer VII</td>
<td>Bachelor’s degree in related discipline plus twelve (12) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer VIII</td>
<td>Bachelor’s degree in related discipline plus fifteen (15) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer IX</td>
<td>Bachelor’s degree in related discipline plus nineteen (19) years of experience.</td>
</tr>
<tr>
<td>IT Analyst/Engineer X</td>
<td>Bachelor’s degree in related discipline plus twenty five (25) years of experience.</td>
</tr>
</tbody>
</table>

**Education/ Experience Substitution:**
Due to availability or limitation, occasionally substitution of education/experience as referenced below for a professional labor type with additional years of experience/education will be provided per the approval of the federal agency acquiring the service.

Four (4) years of general experience is considered equivalent to a Bachelor’s Degree.
Two (2) years of general experience + BS/BA is equivalent to a Master’s Degree.
Two (2) years of experience + Master’s Degree or equivalent is equivalent to a PhD.
Subject Matter Expert I

**Functional Responsibility:**
Supporting design and implementation of technical solutions to complex discipline-specific problems; leading or supporting technical programs, projects, or tasks whose technical complexity requires engineering oversight; ensuring completion of programs, projects or tasks within estimated time frames and budget constraints; ensuring that the quality of the program, project or task deliverable meets the established standards or metrics; briefing and leading process teams. Highly skilled or knowledgeable in a specific technology, technical, or operational area. Recognized as expert or highly knowledgeable in field, typically has published technical publications. Experience in one or more science and engineering disciplines with an understanding or formal training in engineering discipline related to Statement of Work.

**Minimum Education/Experience:**

| Subject Matter Expert I | Bachelor’s degree in related discipline plus thirty (30) years of experience |

**Education/Experience Substitution:**
Due to availability or limitation, occasionally substitution of education/experience as referenced below for a professional labor type with additional years of experience/education will be provided per the approval of the federal agency acquiring the service. Four (4) years of general experience is considered equivalent to a Bachelor’s Degree. Two (2) years of general experience + BS/BA is equivalent to a Master’s Degree. Two (2) years of experience + Master’s Degree or equivalent is equivalent to a PhD.

**Technician**

**Functional Responsibility:**
Works under direct supervision to perform a variety of IT tasks which are broad in nature including system design, as well as support facilities and/or equipment installation and integration. Working knowledge as required to supports the planning and performance of IT and customer specifications or support the technical activities related to the development and integration, of testing of a project assigned to higher level IT Analyst/Engineers.

*Note: This category will be used to support professional IT Categories*

**Minimum Education/Experience:**

| Tech I | High School Diploma or G.E.D. or other equivalent degree program. |
| Tech II | High School Diploma and two (2) years of general experience. |

**Education/Experience Substitution:**
Due to availability or limitation, occasionally substitution of education/experience as referenced below for a professional labor type with additional years of experience/education will be provided per the approval of the federal agency acquiring the service. A Bachelor’s Degree and zero (0) years of general experience may substitute for the minimum experience and education listed above.

**Administrator**

**Functional Responsibility:**
Provides administrative-type support to management, analyst, and technical personnel and support any of the following: office administration and support, documentation planning and support, event planning and administration, project administration, general office support, executive secretarial support, human resource and planning support and perform other duties as assigned. Working knowledge as required to supports the administration activities related to IT activities.

*Note: This category will be used to support professional IT Categories*

**Minimum Education/Experience:**

| Admin I | High School Diploma or G.E.D. or other equivalent degree program. |
| Admin II | High School Diploma, five (5) years of general experience |
| Admin III | High School Diploma, ten (10) years of general experience |

**Education/Experience Substitution:**
Due to availability or limitation, occasionally substitution of education/experience as referenced below for a professional labor type with additional years of experience/education will be provided per the approval of the federal agency acquiring the service. A Bachelor’s Degree and zero (0) years of general experience may substitute for the minimum experience and education listed above.