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**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

**132-51 – INFORMATION TECHNOLOGY
(IT) PROFESSIONAL SERVICES**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Facility Operation and Maintenance
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Contract Number: GS-35F-0267V

Period Covered By Contract: March 3rd, 2014 through March 2nd, 2019

General Services Administration
Federal Supply Service

Pricelist current through Mass Mod # PS-A595, dated December 1, 2017.

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

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. Contractor's Ordering Address and Payment Information:

KRISTINE FALLON ASSOCIATES, INC.
11 E. ADAMS ST., SUITE 1100
Chicago, IL 60603
Fax: (312) 360-9601

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: (312) 360-9600

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **826304453**

Block 30: Type of Contractor - **Small Disadvantaged Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **36-3884510**

4a. CAGE Code: **3JYP6**

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
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<u>132 51 - Information Technology Services</u>	<u>14</u> Days or as agreed
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_____	_____ Days
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b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

d. Government Educational Institutions

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is \$ **600** .

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

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

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

16. **GSA Advantage!**

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE.

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

www.kfa-inc.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**
- (a) Kristine Fallon Associates, Inc. shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
 - (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or Kristine Fallon Associates, Inc. gives written notice to the Contracting Officer, whichever period is longer.
 - (c) Kristine Fallon Associates, Inc. shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. Kristine Fallon Associates, Inc. shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. 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.

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All IT/EC 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/EC 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

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/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51 in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

ABOUT KRISTINE FALLON ASSOCIATES, INC.

In 1993 Kristine Fallon Associates, Inc. (KFA) was incorporated to provide IT consulting and services to the design and construction industry. Clients include public agencies, corporate facility groups, design and construction firms and technology suppliers. Our mission is to bring in-depth industry understanding and expertise in mission-critical computer applications to our clients.

KFA combines incomparable credentials in computer-aided design (CAD), Building Information Modeling (BIM), project management and Internet technologies with IT vision to help clients position their products, services and work processes for competitive advantage. We also assist our clients in planning, budgeting and implementing IT projects.

KFA's services include needs analyses, work process streamlining, product evaluations, software customization and development, and configuration of cross-organizational collaboration and project controls systems. We also provide long-term management, training and support for collaboration and project controls systems on large capital programs.

KFA has worked with the U.S. National Institute of Standards and Technology (NIST) on developing guidance on electronic information exchange and delivery throughout the project and facility life cycle. This research has resulted in two NIST publications: the Capital Facilities Information Handover Guide Part 1 (NISTIR 7259), 2006 and the General Buildings Information Handover Guide: Principles, Methodology, Case Studies (NISTIR 7417), 2007, which provides more detailed guidance on and industry experience with tools, formats and data management approaches to streamline information flow specifically for commercial and institutional buildings.

KFA served as a subconsultant on the Chicago Transit Authority's (CTA) Capital Improvement Program Management team. Our role was to select, configure, rollout, document, train and support a Web-based project management solution. In addition to being the official repository of project documentation of all types — from memos and meeting minutes to large format engineering drawings — this system (originally Citadon ProjectNet) houses, indexes, routes, tracks and reports on critical business processes such as requests for information (RFIs), submittals, meeting action items, issue resolution, and so forth. The project Web sites we configured and supported were used by more than 1200 users from 230 different organizations working on 80-plus CTA projects. We developed and managed a comprehensive training program that includes computer-based instruction.

This system was extremely successful and widely recognized. We documented both increased productivity and reduced cycle times. For example, CTA's senior engineers processed 255% as many RFIs per day per person and resolved them in 27% less time. The system was instrumental in CTA receiving ISO 9001-2000 registration for their quality systems, making them one of only 8 public agencies so registered. The FTA Inspector General commented positively on the system. CTA has received the Driehaus Public Innovator in E-Governance Award for the ProjectNet implementation, and KFA received the Illinois Road and Transportation Builders Association's Technology Advancement Award for the work. Constructech magazine honored the CTA with a Vision Award in the transportation field for their innovative technology implementation of Web-based project management, which resulted in better management of capital construction processes and costs. The training program developed by KFA for the CTA was cited as a "best practice" by the Transit Cooperative Research Program (TCRP Report 84; e-Transit: Electronic Business Strategies for Public Transportation Volume 7; The Successful Adoption of Web-based Collaborative Software, Philadelphia, PA: CFAR 2005, p.58). The Federal Highway Administration cited Web-based project management, as exemplified by CTA, as an innovation that should be adopted by state DOTs. (Innovation in Vertical and Horizontal Construction: Lessons for the Transportation Industry, Publication No. FHWA-IF-05-025, Washington DC, FHWA 2005, p.10).

KFA also provides consultation, customization, training, and support services for Meridian Systems' products. We have worked with the Prolog products: Prolog, Prolog Website and ProjectTalk at the Chicago Housing Authority (CHA) and at Foxwoods Casino.

In 2006 KFA led the implementation of Meridian Proliance on Demand for the Illinois Tollway's \$5.3 billion 5-year capital program. The Illinois Tollway implementation is the largest and fastest ever undertaken for the Proliance product. The speed and scale of the deployment required careful planning and flawless execution on the part of the technology enablers: Meridian's Professional Service group, KFA and HNTB, the Program Manger. Working in unison, these three organizations followed the KFA 5-Step Approach to ensure that Proliance was configured correctly and completely. In addition, the implementers developed a comprehensive training program to ensure that all users understood how to use Proliance to get their work done. Within 90 days of notice to proceed, Proliance was up and running with 11 business processes implemented and 184 users trained. In less than a year, the system was used by over 750 users on 88 projects. There were zero defects reported in the system configuration. The Tollway's Proliance implementation was honored with a Constructech Vision Award and the Illinois Road and Transportation Builders' Technology Advancement Award.

Also in 2006, KFA conducted a focused assessment of web-based project management for the Veterans Health Administration, analyzing the VHA's project management practices, mission, vision, objectives and requirements. After interviewing VHA senior managers, project managers and resident engineers at multiple locations, KFA prepared a report identifying: work processes to be supported by WBPM, opportunities to streamline those work processes; key areas of WBPM benefits for VHA OFM and areas of potential interface or overlap with other systems. KFA also assessed several products and provided a high-level work plan and schedule for implementation, as well as a budgetary cost estimate.

In 2007 KFA implemented a Microsoft Windows SharePoint Services 3.0 system for design collaboration by several hundred users in multiple locations working on the University of California San Francisco (UCSF) Mission Bay hospital project. We also implemented a SharePoint Services solution to support coordination of building information models produced by the MEP trades for the construction of the Sherman Hospital Replacement Campus in Elgin, Illinois.

KFA has followed the evolution of intelligent building modeling technology for over two decades. During the 1990's we developed academic programs using advanced modeling products, produced a Triforma white paper for Bentley Systems, evaluated the maturity and scalability of BIM systems for the Spallation Neutron Source project at Oak Ridge National Lab and assisted Revit Technology in market research and feature prioritization prior to their initial product release.

KFA provided a range of BIM services for Walsh Construction. In 2006 we conducted a BIM Pilot for a typical healthcare facility. In this pilot, KFA modeled all building systems based on 2D CAD files at the end of design development, at 95% construction drawings and at 100% CDs. We documented ambiguities and conflicts in the documents and authored a white paper of findings and recommendations. KFA also provided architectural and structural modeling services for three other Walsh hospital projects, merging our model with those produced by multiple MEP subcontractors and running interference checks. For all these projects, KFA established modeling standards, set up web-based collaboration systems for model sharing and team communications, and served as Model Manager.

In late 2007, KFA was awarded a project in the GSA Office of the Chief Architect's 3D-4D-BIM Pilot Program. KFA produced BIM models for the phased renovation of the 1.2 million square-foot Richard Bolling Federal Office Building in Kansas City, Missouri and performed comprehensive energy analyses of both the existing and proposed conditions. In 2009, as part of an unrestricted solicitation, KFA was awarded one out of nine nationwide GSA PBS BIM and Related Professional Services IDIQ contracts and executed numerous task orders that included BIM training, BIM Model Checking, Development of BIM Guide Series 08 – Facility Management and assisted in updated BIM Guide 02 – Spatial Data Validation. KFA performed a market analysis of BIM Server technology, developed a definition of requirements, a Request for Proposals, and metrics for evaluating proposals.

KFA has developed training curricula and conducted training in multiple BIM products. KFA was principal author of Autodesk Revit Building 8 training curriculum and materials. KFA restructured the training curriculum for Autodesk Revit Building Essentials and also the Advanced curriculum. As part of the documentation review, KFA verified all model sets used in each unit. The conventional training manuals were also reformatted and adapted for modified online versions of both training programs. KFA has also developed our own training curricula for the Revit product family. We began offering the Revit Quickstart class for architects in 2004 and in 2007 introduced Revit Quickstart for Contractors.

LABOR CATEGORIES

Project Principal

Responsibilities: A/E/C industry leader in building information modeling, electronic project management and related technologies who performs in an expert professional position requiring the highest level of specialized knowledge and experience related to strategic planning, systems alignment, organizational assessment, process improvement, facilitation, budgeting and related decision support services. Demonstrates ability to analyze complex problems, research and synthesize data, and propose unique solutions or alternatives. Assembles appropriately skilled project team.

Education and Experience: Masters degree in relevant subject (architecture, engineering, construction management or computer science) with 10 years' industry experience, or Bachelors degree in relevant subject with at least 15 years' industry experience

Senior Consultant

Responsibilities: Performs in a professional position requiring specialized knowledge and experience related to strategic planning, systems alignment, organizational assessment, process improvement, facilitation and related decision support services. Demonstrates ability to identify requirements, analyze problems, develop solutions and configure and customize software. Serves as point of contact for clients. Works with clients to establish budget, schedule, deliverable and quality requirements for the project. Areas of specialization include project management, systems management and systems deployment.

Education and Experience: Masters degree in relevant subject (architecture, engineering, construction management or computer science) with 5 years' industry experience, or Bachelors degree with at least 10 years' industry experience.

Information Technologist

Responsibilities: Performs in a professional position requiring specialized knowledge and experience related to specific hardware, software or communication products or tools. Analyzes problems, develops and deploys solutions. Has familiarity with design and construction industry processes, roles and document types. Responsible for adhering to budget, schedule, deliverable and quality requirements. Areas of specialization include software development, database management, computer-aided design, building information modeling, project management systems and training and support programs.

Education and Experience: Masters degree in relevant subject (architecture, engineering, construction management or computer science) with 2 years' industry experience, or Bachelors degree with at least 5 years' industry experience

Consultant

Responsibilities: Within defined objectives, applies knowledge and skill related to one or more hardware, software or communication products. Responsible for adhering to budget, schedule, deliverable and quality requirements. Areas of specialization include computer-aided design and building information modeling.

Education and Experience: Bachelors degree in relevant subject (architecture, engineering, construction management or computer science), or Associates degree in relevant subject with 1 year industry experience.

HOURLY RATE PRICE LIST

Labor Category	3/3/14 – 3/2/15	3/3/15 – 3/2/16	3/3/16 – 3/2/17	3/3/17 – 3/2/18
<u>Project Principal</u>	\$169.85	\$173.25	\$176.71	\$180.25
<u>Senior Consultant</u>	\$133.44	\$136.11	\$138.83	\$141.61
<u>Information Technologist</u>	\$116.46	\$118.79	\$121.16	\$123.58
<u>Consultant</u>	\$86.96	\$88.70	\$90.47	\$92.28

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

PREAMBLE

KRISTINE FALLON ASSOCIATES, INC. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **KRISTINE K FALLON, Email: gbush@kfa-inc.com, Voice: 312-360-9600, Fax: 312-360-9601.**

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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