AUTHORIZED FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

NAICS CODES AVAILABLE UNDER SIN 132-51:

Phase One qualifies for small business set-asides under the following NAICS codes

541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services
541614	Process, Physical Distribution and Logistics Consulting Services
541618	Other Management Consulting Services
541690	Other Scientific and Technical Consulting Services
611420	Computer Training
611430	Professional and Management Development Training

Phase One Consulting Group, Inc. 99 Canal Center Plaza Suite 405 Alexandria, VA 22314 703-888-4800 www.phaseonecg.com

Contract Number: GS35F0130U

Period Covered by Contract: 12/20/2007 – 12/19/2017

General Services Administration Federal Acquisition Service

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 Acquisition 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 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition 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.

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- [] The Geographic Scope of Contract will be overseas delivery only.
- [X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

99 Canal Center Plaza Suite 405 Alexandria, VA 22314

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 not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 703-888-4806

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. STATICAL 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: 090643271
- Block 30: Type of Contractor B. Other Small Business
- Block 31: Woman-Owned Small Business No
- Block 36: Contractor's Taxpayer Identification Number (TIN): 54-6423315
- 4a. CAGE Code: 3LFV8
- 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)	
_132-51	_0 Days	
	Days	

- 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.
 - a. Prompt Payment: _0_% _30_ days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity
 - c. Dollar Volume
 - d. Government Educational Institutions
 - e. Other

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 \$100.
- 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:
 Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES 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 Acquisition 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) <u>Security Clearances</u>: 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) <u>Travel</u>: 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) <u>Certifications, Licenses and Accreditations</u>: 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) <u>Insurance</u>: 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) <u>Personnel</u>: 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) <u>Organizational Conflicts of Interest</u>: 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) <u>Documentation/Standards</u>: 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) <u>Data/Deliverable Requirements</u>: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) <u>Government-Furnished Property</u>: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) <u>Availability of Funds</u>: 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.

22. 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.

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.phaseonecg.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) The Contractor 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 the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor 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. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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 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. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Vision

Phase One Consulting Group (POCG) is an elite team of trusted advisors dedicated to improving our clients' mission performance with measurable results.

Mission

We provide quality strategic planning, business transformation, open government, prizes and competitions, innovation. and solution delivery services while building lifetime client relationships.

About Phase One Consulting Group

Since 1997, Phase One Consulting Group has supported an impressive portfolio of clients with their strategic and tactical modernization initiatives. Phase One's clients are typically Federal mission, CIO, and Enterprise Architecture organizations that have active needs for transformation or open government / innovation services. Phase One's deep functional expertise is widely recognized for providing performance-based and business-focused services that enhance the strategic maturation and tactical operations of a vast array of Federal programs.

Our commitment to our clients begins with providing strong strategic analysis and technology/vendor- independent advice and recommendations for modernization. But we differentiate ourselves by going beyond this call; helping our clients formulate and coordinate the plans needed to implement those recommendations' our success is vested in our client's success.

This commitment is mirrored in our dedication to the industry as a whole by working with partners and industry groups to openly share best practices and evolve our practice. We strive to apply these innovations on each of our client engagements. Whether we are providing open government, enterprise architecture, IT modernization, prize and competition, or mission enablement services, our position is to share practices and techniques openly so that all can leverage and learn.

As a certified small business we have the flexibility to deliver our services directly to our clients or by working through their existing support relationships.

		12/20/2012- 12/19/2013	12/20/2013- 12/19/2014	12/20/2014- 12/19/2015	12/20/2015- 12/19/2016	12/20/2016- 12/19/2017
	GSA Discount	GSA Rate with IFF				
Technical Analyst I	14.25%	\$77.79	\$80.12	\$82.53	\$85.00	\$87.55
Technical Analyst	14.17%	\$92.46	\$95.23	\$98.09	\$101.03	\$104.06
Technical Analyst	14.98%	\$114.15	\$117.57	\$121.10	\$124.73	\$128.48
Solutions Analyst I	23.94%	\$99.18	\$102.16	\$105.22	\$108.38	\$111.63
Solutions Analyst II	33.50%	\$105.57	\$108.74	\$112.00	\$115.36	\$118.82
Solutions Analyst III	28.13%	\$122.24	\$125.91	\$129.68	\$133.57	\$137.58
Solutions Analyst IV	23.81%	\$129.72	\$133.61	\$137.62	\$141.75	\$146.00
Solutions Manager	20.97%	\$138.91	\$143.08	\$147.37	\$151.79	\$156.34
Solutions Manager II	19.82%	\$150.02	\$154.52	\$159.16	\$163.93	\$168.85
Solutions Manager	24.51%	\$158.36	\$163.11	\$168.00	\$173.04	\$178.24
Solutions Manager IV	23.33%	\$161.89	\$166.75	\$171.75	\$176.90	\$182.21
Solutions Advisor I	24.62%	\$166.69	\$171.69	\$176.84	\$182.15	\$187.61
Solutions Advisor II	28.89%	\$173.36	\$178.56	\$183.92	\$189.44	\$195.12
Solutions Advisor III	27.36%	\$183.68	\$189.19	\$194.87	\$200.71	\$206.73
Solutions Advisor IV	31.40%	\$194.47	\$200.30	\$206.31	\$212.50	\$218.88

Product	Description
Technical Analyst I	General Experience. Technical Analyst I possesses either a Bachelor's Degree in Business, Computer Science, Communications or Engineering with no experience or three (3) years of related experience and have skills related to technical analysis. Functional Responsibility. Technical Analyst I apply their strong analytical skills to assist in designing or implementing technical business solutions. Technical Analyst I are directly overseen to exercise core skills on projects.
	A Technical Analyst I is qualified to perform tasks such as:
	Document an organization's current technical architecture

- Identify and document requirements for business architecture design
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communication plans

Minimum Education: Bachelor's Degree in Business, Computer Science, Communications or Engineering with no experience or three (3) years related experience and have skills related to technical analysis.

Technical Analyst II

General Experience. Technical Analyst II possesses either a Bachelor's Degree in Business, Computer Science, Communications or Engineering with two (2) years of experience in systems architecture design implementations or five (5) years of related experience in systems architecture design implementations.

Functional Responsibility. Technical Analyst II applies their strong analytical skills to assist in designing or implementing technical business solutions. Technical Analyst II is directly overseen to core skills on projects.

A Technical Analyst II is qualified to perform tasks such as:

- Document an organization's current technical architecture
- Identify and document requirements for business architecture design
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Perform program management support tasks, such as status reporting and work plan maintenance.

Minimum Education: Bachelor's Degree in Business, Computer Science, Communications, or Engineering with two (2) years of experience or five (5) years related experience in systems architecture design implementations.

Technical Analyst III

General Experience. Technical Analyst III possesses a Bachelor's Degree in Business, Computer Science, Communications or Engineering with three (3) years of experience in systems architecture design implementations or six (6) years of related experience systems architecture design implementations.

Functional Responsibility. Technical Analyst III applies their strong analytical skills to assist in designing or implementing technical business solutions. Technical Analyst II is directly overseen to exercise core technical skills on projects.

A Technical Analyst III is qualified to perform tasks such as:

- Document an organization's current technical architecture
- Identify and document requirements for business technical architecture design
- Develop project documentation and user training materials according to program specifications
- Conduct user training sessions
- Prepare communications plans
- Perform program management support tasks, such as status reporting and work plan maintenance.

Minimum Education: Bachelor's Degree in Business, Computer Science, Communications, or Engineering with three (3) years of experience or six (6) years related experience in systems architecture design implementations.

Solutions Analyst I

General Experience. Solutions Analyst I possess a Bachelor's Degree in Business, Computer Science, or Engineering with at least three (3) years of experience relevant to solution implementation consulting or six (6) years of experience relevant to solution implementation consulting.

Functional Responsibility. Solutions Analyst I apply their strong analytical and communication skills to support technical planning and implementation teams.

A Solutions Analyst I is qualified to perform such tasks as:

Prepare analyses using structured problem solving frameworks

Provide analytical support to solution implementation teams Prepare planning &design documents Assist in customer interviews and analysis of solution requirements Minimum Education: Bachelor's Degree in Business, Computer Science or Engineering with three (3) years of experience relevant to solution implementation consulting or six (6) years related experience relevant to solution implementation consulting. **Solutions Analyst II General Experience**. Solutions Analyst II possess a bachelor's degree in business, computer science or engineering with at least four (4) years of experience relevant to solution implementation consulting or seven (7) years of experience relevant to solution implementation consulting. Functional Responsibility. Solutions Analyst II applies their strong analytical and communication skills to support technical planning and implementation teams. A Solutions Analyst II is qualified to perform such tasks as: Provide detailed analysis of solution requirements Create models of business and technology scenarios and assist in interpreting results Use structured problem solving frameworks to define, analyze and develop alternative solutions to business problems Perform technical analyses to assess the impact of solution implementation efforts Minimum Education: Bachelor's Degree in Business, Computer Science or Engineering with four (4) years of experience relevant to solution implementation consulting or seven (7) years related experience relevant to solution implementation consulting. **Solutions Analyst III General Experience**. Solutions Analyst III possesses a Bachelor's Degree in Business, Computer Science or Engineering with five (5) years of experience relevant to solution implementation consulting or eight (8) years related experience solution implementation consulting. Functional Responsibility. Solutions Analyst III applies their strong analytical and communication skills to support technical planning and

implementation teams.

A Solutions Analyst III is qualified to perform such tasks as:

- Provide detailed analysis of solution requirements
- Create models of business and technology scenarios and assist in interpreting results
- Use structured problem solving frameworks to define, analyze and develop alternative solutions to business problems
- Perform technical analyses to assess the impact of solution implementation efforts
- Develop solution implementation roadmaps

Minimum Education: Bachelor's Degree in Business, Computer Science or Engineering with five (5) years of experience relevant to solution implementation consulting or eight (8) years related experience relevant to solution implementation consulting.

Solutions Analyst IV

General Experience. Solutions Analyst IV possesses a Bachelor's Degree in Business, Computer Science or Engineering with seven (7) years of experience relevant to solution implementation consulting or ten (10) years related experience relevant to solution implementation consulting.

Functional Responsibility. Solutions Analyst IV applies their strong analytical and communication skills to support technical planning and implementation teams.

A Solutions Analyst IV is qualified to perform such tasks as:

- Provide detailed analysis of solution technical requirements
- Create models of business and technology scenarios and assist in interpreting results
- Use structured problem solving frameworks to define, analyze and develop alternative technical solutions to business problems
- Perform technical analyses to assess the impact of solution implementation efforts
- Develop solution implementation roadmaps

Minimum Education: Bachelor's Degree in Business, Computer Science

	or Engineering with seven (7) years of experience relevant to solution implementation consulting or ten (10) years related experience relevant to solution implementation consulting.						
Solutions Manager I	General Experience: Solutions Manager I possess a Master's Degree in Business, Engineering or Science with at least two (2) years of experience relevant to solution implementation consulting or twelve (12) years related experience relevant to solution implementation consulting.						
	Functional Responsibility: Solutions Manager I possess a strong foundation of technical solutions consulting expertise and specialized knowledge in the areas of implementation strategy formulation. Solutions Manager I are qualified to perform such tasks as:						
	 Lead project teams to implement technical solutions for client organizations 						
	 Create work plans, and define tasks in the area of technical solution implementation strategy 						
	 Create models of business and technology scenarios and assist in interpreting results 						
	Use structured problem solving frameworks to define, analyze and develop alternative solutions to business problems						
	 Participate in solution implementation vision creation for client organizations 						
	Minimum Education: Master's Degree in Business, Engineering or Science with at least two (2) years of experience relevant to solution implementation consulting or twelve (12) years related experience relevant to solution implementation consulting.						
Solutions Manager II	General Experience: Solutions Manager II possesses a Master's Degree in Business, Engineering or Science with three to five (3 to 5) years of experience relevant to solution implementation consulting or thirteen (13) years related experience relevant to solution implementation consulting.						
	Functional Responsibility: Solutions Manager II possesses a strong foundation of solution consulting expertise and specialized knowledge in the areas of implementation strategy formulation.						
	Solutions Manager II are qualified to perform such tasks as:						

- Lead project teams to implement technical solutions for client organizations
- Create work plans, and define research tasks in the area of solution implementation strategy
- Create models of business and technology scenarios and assist in interpreting results
- Use structured problem solving frameworks to define, analyze and develop alternative solutions to business problems
- Participate in solution implementation vision creation for client organizations

Minimum Education: Master's Degree in Business, Engineering or Science with three to five (3 to 5) years of experience relevant to Solution Implementation Consulting or thirteen (13) years related experience relevant to solution implementation consulting.

Solutions Manager III

General Experience: Solutions Manager III possesses a Master's Degree in Business, Engineering or Science with five to seven (5 to 7) years of experience relevant to solution implementation consulting or fifteen (15) years related experience relevant to solution implementation consulting.

Functional Responsibility: Solutions Manager III possesses a strong foundation of solution consulting expertise and specialized knowledge in the areas of implementation strategy formulation. Solutions Manager III are qualified to perform such tasks as:

- Lead project teams to implement technical solutions for client organizations
- Create work plans, and define research tasks in the area of solution implementation strategy
- Create models of business and technology scenarios and assist in interpreting results
- Use structured problem solving frameworks to define, analyze and develop alternative solutions to business problems
- Participate in solution implementation vision creation for client organizations

	Minimum Education: Master's Degree in Business, Engineering or Science or equivalent experience with five to seven (5 to 7) years of experience relevant to solution implementation consulting or fifteen (15) years related experience relevant to solution implementation consulting.						
Solutions Manager IV	General Experience: Solutions Manager IV possesses a Master's Degree in Business, Engineering or Science with eight to ten (8 to 10) years of experience relevant to solution implementation consulting or sixteen 16) years related experience relevant to solution implementation consulting.						
	Functional Responsibility: Solutions Manager IV possesses a strong foundation of solution consulting expertise and specialized knowledge in the areas of implementation technical strategy formulation. Solutions Manager IV are qualified to perform such tasks as:						
	 Lead project teams to implement solutions for client organizations 						
	 Create work plans, and define research tasks in the area of solution implementation strategy 						
	 Create models of business and technology scenarios and assist in interpreting results 						
	Use structured problem solving frameworks to define, analyze and develop alternative solutions to business problems						
	 Participate in solution implementation vision creation for client organizations 						
	Minimum Education: Master's Degree in Business, Engineering or Science with eight to ten (8 to 10) years of experience relevant to solution implementation consulting or sixteen (16) years related experience relevant to solution implementation consulting.						
Solutions Advisor I	General Experience. Solutions Advisor I possess a Master's Degree in Business, Engineering or Science with at least three (3) years of experience relevant to solution implementation consulting or twelve (12) years related experience relevant to solution implementation consulting.						
	Functional Responsibility . Solutions Advisor I possess deep expertise and specialized knowledge in the areas of implementation strategy formulation, information technology strategy and organization strategy.						

Solutions Advisor I are qualified to perform such tasks as:

- Monitor performance, financials and staff to ensure projects are proceeding on schedule
- Provide guidance to project teams in analyzing client data
- Develop plans to implement solution strategies
- Lead project teams in identifying business problems, developing hypotheses and proposing solutions
- Set direction for use of information technology to achieve a client's business vision and strategy.

Minimum Education: Master's Degree in Business, Engineering or Science or equivalent experience with at least three (3) years of experience relevant to solution implementation consulting or twelve (12) years related experience relevant to solution implementation consulting.

Solutions Advisor II

General Experience. Solutions Advisor II possess a Master's Degree in Business, Engineering or Science with at least five (5) years of experience relevant to solution implementation consulting or thirteen (13) years related experience relevant to solution implementation consulting.

Functional Responsibility. Solutions Advisor II has demonstrated deep expertise in implementation strategy formulation.

Solutions Advisor II are qualified to perform such tasks as:

- Lead a client executive team to create a compelling solution vision and assist in communicating the vision to the organization
- Provide perspectives for linking business objectives to information technology strategy
- Define the critical path of a solution implementation project
- Design, develop and implement solution planning and development frameworks

Minimum Education: Master's Degree in Business, Engineering or Science or equivalent experience with at least five (5) years of

	experience relevant to solution implementation consulting or thirteen (13) years related experience relevant to solution implementation consulting.					
Solutions Advisor III	General Experience . Solutions Advisor III possesses a Master's Degree in Business, Engineering or Science with at least 8 years of experience relevant to solution implementation consulting or fifteen (15) years related experience relevant to solution implementation consulting.					
	Functional Responsibility . Solutions Advisor III has demonstrated deep expertise in implementation technical strategy formulation. Solutions Advisor III are qualified to perform such tasks as:					
	 Lead a client executive team to create a compelling technical solution vision and assist in communicating the vision to the organization 					
	 Provide perspectives for linking business objectives to information technology strategy 					
	Define the critical path of a technical solution implementation project					
	Design, develop and implement technical solution planning and development frameworks					
	Minimum Education: Master's Degree in Business, Engineering or Science or equivalent experience with at least eight (8) years of experience relevant to solution implementation consulting or fifteen (15) years related experience relevant to solution implementation consulting.					
Solutions Advisor IV	General Experience: Solutions Advisor IV possesses a Master's Degree in Business, Engineering or Science with at least nine (9) years of experience relevant to solution implementation consulting or sixteen (16) years related experience relevant to solution implementation consulting.					
	Functional Responsibility: Solutions Advisor IV possesses best practices expertise across industries and has deep specialized skills in measuring solution performance, and strategic visioning. Solutions Advisor IV are qualified to perform such tasks as:					
	Oversee all aspects of large, complex integration projects to ensure solutions are delivered					

- Provide thought leadership to engagement teams in formulating delivery strategy
- Predict issues and challenges affecting a client's business & solution strategy
- Develop creative leading edge solutions which represent state of the art practice.

Minimum Education: Master's Degree in Business, Engineering or Science or equivalent experience with at least nine (9) years of experience relevant to solution implementation consulting or sixteen (16) years related experience relevant to solution implementation consulting.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Phase One Consulting Group, 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

Jerad Speigel

Office: 703-888-4806

jspeigel@phaseonecg.com

Fax: 703-342-4339

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Phase One Consulting Group, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS35F0130U.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures			
Ordering Activity	Date	Phase One Consulting Group, Inc.	Date

BPA NUMBER

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS35F0130U, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

	<i>J /</i> •			
(1) the ter		following contract items can be ordered uponditions of the contract, except as note	under this BPA. All orders placed against this BPA are subject to ed below:	
	MOD	DEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE	
(2)	Deliv	rery:		
	DEST	ΓΙΝΑΤΙΟΝ	DELIVERY SCHEDULES / DATES	
(3) will be	The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement be			
(4)	This BPA does not obligate any funds.			
(5)	This 1	BPA expires on or	at the end of the contract period, whichever is earlier.	
(6)	The f	The following office(s) is hereby authorized to place orders under this BPA:		
	OFFI	CE	POINT OF CONTACT	
(7)			ectronic Data Interchange (EDI), FAX, or paper.	
(8) slips tl		ss otherwise agreed to, all deliveries und contain the following information as a r	er this BPA must be accompanied by delivery tickets or sales minimum:	
	(a)	Name of Contractor;		
	(b)	Contract Number;		
	(c)	BPA Number;		
	(d)	(d) Model Number or National Stock Number (NSN);		
	(e) Purchase Order Number;			
	(f)	Date of Purchase;		

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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.