

SERRANO IT SERVICES

A Service Disabled Veteran Owned Business

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

- ◆ Systems engineering and analysis
- ◆ Legacy system migration
- ◆ Software engineering
- ◆ Workflow and electronic content management
- ◆ System integration, deployment, and field support
- ◆ Program Management and Process Improvement support

Special Item Numbers: SIN 132-51, Information Technology Professional Services

FPDS Code D301 IT Facility Operation and Maintenance
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 D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software, and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Serrano IT Services, LLC
1502 J.F. Kennedy Drive, Suite 1A
Bellevue, NE 68005-3003
(402) 991-0116
DUNS: 190899489

Web Site: www.serranoits.com
Email: Davina.Scott@SerranoITS.com

Contract Number: GS-35F-0393S
Period Covered By Contract: 5/2/2006 – 5/1/2011

General Services Administration
Federal Supply Service

Pricelist current through Modification # _____, dated _____.

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 REGARDING 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 micro-purchase 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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM 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.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Serrano IT Services, LLC
1502 J.F. Kennedy Drive, Suite 1A
Bellevue, NE 68005-3003

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: Serrano IT Services at (402) 991-0116

3. LIABILITY FOR INJURY OR DAMAGE

The Serrano IT Services 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 Serrano IT Services, unless such injury or damage is due to the fault or negligence of Serrano IT Services.

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): 190899489

Block 30: Type of Contractor – B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 47-0840234

4a. CAGE Code: 37TB0

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

5. FOB:

Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER
132-51

DELIVERY TIME
As negotiated with ordering office

6b. 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: Serrano IT Services does not offer discounts for prompt payment. Payment is Net 30.
- b. Quantity: Serrano IT Services does not offer quantity discounts.
- c. Dollar Volume: None.
- d. Government Educational Institutions: Government educational institutions are offered the same discounts as all other Government customers.
- e. Other: Serrano IT Services does not offer other discounts.

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:

None

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$2,500.

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 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

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:

Serrano IT Services is not offering hardware

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 receive 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 apply.

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.serranoits.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 Serrano IT Services 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, Serrano IT Services 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 Serrano IT Services gives written notice to the Contracting Officer, whichever period is longer.
- (c) Serrano IT Services 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. Serrano IT Services 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 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 Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the 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 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 SERVICES AND PRICING**IT SERVICES DESCRIPTION**

Serrano IT Services provides highly technical IT services and solutions to Government and commercial customers. IT services span the full engineering life cycle from requirements analysis, software development, and test and evaluation to installation, training, and field support. Serrano IT Services consultants, engineers, analysts, and programmers offer customers expertise in:

- Systems engineering and analysis
- Legacy system migration
- Software engineering
- Workflow and electronic content management
- Systems integration, deployment, and field support
- Program Management and Process Improvement support

Serrano IT Services is committed to providing quality products and services to our customers. Process- and data-driven methods and procedures underpin all engineering tasks. Our standard engineering and management procedures comply with recommended practices of the Software Engineering Institute's (SEI) Capability Maturity Model Integration (CMMI) and International Standards Organization (ISO) 9000 standards.

The following paragraphs describe the range of services offered by Serrano IT Services. For assistance with your specific IT technical requirements or general questions about this GSA Schedule, please call Serrano IT Services at (402) 991-0018.

1. SYSTEMS ENGINEERING AND ANALYSIS

Serrano IT Services offers systems engineering and analysis services in support of a variety of information technology requirements, systems, and domains. Activities include, but are not limited to:

- Assessing technical parameters and ensuring compatibility of all physical, functional, and technical program interfaces
- Transforming operational needs into descriptions and models of the system configuration that best satisfy the needs
- Translating operational requirements into an integrated system architecture and design
- Assessing the viability and interoperability of Commercial-Off-The-Shelf (COTS), Government-Off-The-Shelf (GOTS), Non-Developmental-Item (NDI), and reusable components
- Integrating the efforts of all engineering disciplines into a comprehensive engineering effort

Serrano IT Services performs a broad range of systems analysis, assessment, and study tasks, including, but not limited to:

- Trade studies
- Analytical studies
- Feasibility studies
- Architectural and design analyses
- Risk and threat analyses
- Component reuse analyses
- Life cycle cost and design-to-cost analyses
- On-site assessments of operational systems
- Engineering process assessment

Serrano IT Services provides customer-specific documentation to satisfy the unique requirements of each systems engineering task. Task order deliverables may include but are not limited to: requirements blueprints, design models, systems/software baselines and target architectures, systems/software prototypes, risk and impact assessments, and requirements descriptions and specifications.

2. LEGACY SYSTEM MIGRATION

Serrano IT Services provides consulting and engineering services to convert legacy systems to modern distributed computing systems. Our specialists minimize software conversions and retain or extend the best features of legacy systems to reduce the cost of transitioning to modern architectures and commercially available technologies and applications. Our specialists perform a full requirement analysis of legacy software for reuse or modification and develop hardware/software technical solutions that are compliant with open systems standards. Serrano IT Services engineers use an object oriented development methodology to eliminate obsolete or redundant code and document remaining code and changes to system interfaces. Our staff uses COTS technical solutions to customer requirements whenever possible. Most importantly, our experts use rapid prototyping to refine the target system design and ensure complete customer satisfaction.

Our engineers are fully experienced with migration of secure and non-secure single and distributed systems. Our technical solutions use state-of-the-art technologies and comply with evolving industry standards and Government policies. Serrano IT Services provides customer-specific documentation and products including, but not limited to:

- Technical assessments of production system environments for restructure and reuse
- Functional assessments that identify capabilities, data flow, and deficiencies
- Redevelopment feasibility assessments and plans that provide insights into redevelopment/reuse strategies for migrating existing applications
- Systems/software prototypes
- Migration plans that provide a comprehensive phased schedule

Serrano IT Services offers comprehensive consultant, integration, and installation services for multi-vendor hardware and software that emphasize the seamless integration of new technologies into the customer's environment. Our specialists plan and design implementation strategies that minimize operational disruptions.

Serrano IT Services provides documentation in accordance with applicable Government standards as well as customer-specific products. Task order deliverables include, but are not limited to:

- Impact analyses and recommendations
- Phased migration and installation plans
- Site-specific configuration documentation
- Site-specific software development or conversion in support of integration activities
- Test plans, problem reports, and test results

3. SOFTWARE ENGINEERING

Serrano IT Services offers software engineering services in support of a wide variety of requirements and domains, including air traffic management, transportation, communications, intelligence, and security. Our experienced software engineers apply a systematic and disciplined process to the development and maintenance of software. The process encompasses the full development lifecycle - requirements analysis, design, code, and test – and is applied using the most appropriate process model – linear sequential, prototyping, rapid application development, or evolutionary (i.e, spiral, incremental, concurrent). State-of-the-art tools and methods enhance engineer efficiency and productivity. Quality engineering, testing, configuration management, and metrics-based tracking underpin the process to ensure delivery of software systems that satisfy customer expectations and meet operational requirements.

Our software engineers have extensive knowledge of

- Business, data, and process modeling
- Object oriented analysis, design, and programming
- Complex algorithm development
- Component-based development
- Client/Server and web-based architectures
- Software estimating methods
- Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI)

Serrano IT Services provides customer-specific documentation to satisfy the unique requirements of each software engineering task. Task order deliverables may include but are not limited to: software development plans, requirements specifications and traceability matrices, design descriptions, operations and users manuals, test descriptions and procedures, and software configuration baselines.

4. WORKFLOW AND ELECTRONIC CONTENT MANAGEMENT

Serrano IT Services offers workflow and content management services in support of a variety of information technology requirements. Electronic content management includes development of a secure repository for information assets (text, graphics, images, video, etc.), providing efficient workflows to collaboratively create, edit and approve information, “chunking” the information into reusable components, dynamically assembling information for the purpose at hand, and making this information accessible through a variety of formats and media (web portals, paper documents, electronic interchange with other agencies, etc.). Typical applications include:

- Web content management
 - Government-to-citizen information portals
 - Web-based self-service applications (taxes, permits, invoicing, etc.)
- Document management
 - Internal efficiency improvements in collaboratively creating, editing, and approving information (publications, technical manuals, standards and procedures, etc.)
 - Records management and information archiving/retrieval
- Imaging and digital asset management (certificates, land records, deeds, etc.)
- Knowledge Management
 - Shared knowledge bases to optimize staff and program effectiveness
 - Collaborative activities among teams, organizations, government agencies
- Optimizing information re-use through XML-based or SGML-based applications
- Using XML to help meet multi-lingual and accessibility requirements

Serrano IT Services performs a broad range of analysis, design, and solution implementation tasks which include but are not limited to:

- Trade studies
- Feasibility studies
- Requirements analyses
- Information architecture and component re-use analyses
- XML Document Type Definition (DTD), schema and transformation design
- Workflow analysis and redesign
- High-level and detailed solution designs
- Integration of commercial-off-the-shelf (COTS) products
- Solution implementation, testing and deployment
- Data and document migration
- Solution maintenance and support
- User and maintainer training

Serrano IT Services provides customer-specific documentation to satisfy the unique requirements of each task. Task order deliverables include but are not limited to: requirements blueprints, information architectures, workflow models, risk and impact assessments, systems/software architectures and designs, systems/software prototypes, and fully implemented solutions.

5. SYSTEMS INTEGRATION, DEPLOYMENT, AND FIELD SUPPORT

Serrano IT Services offers comprehensive consultant, integration, deployment, and field services for multi-vendor hardware and software that emphasize the seamless integration of new technologies into the customer's environment. Our engineers plan and design implementation strategies that minimize disruptions at operational sites. We specialize in bridging the gap between development and deployment to ensure successful system deployment and user acceptance. Serrano IT Services offers experience with personal computer, mainframe, or workstation-based systems and networks in the field.

System/Network Analysis. Serrano IT Services engineers monitor local and wide-area network peak performance and maintain system hardware. Our specialists define and document performance objectives and measurable technical performance criteria to drive technical evaluations, performance management analyses, and capacity management analyses. They identify areas for improvement and recommend technical solutions to optimize system and network performance. They analyze, evaluate, and plan methods and approaches for solving complex telecommunications and network requirements.

System/Network Operations and Administration. Serrano IT Services specialists operate, monitor, and analyze systems, networks, and associated equipment for data processing and communications, including operations such as monitoring network performance, loading new application and operating system releases, and observing and responding to control displays for errors or operator messages. They also establish and maintain user accounts and password control.

Training. Serrano IT Services engineers design courses for technical and management personnel on techniques, tools, and methodologies employed for a task order, including formal classroom lectures, hands-on training, and one-on-one training courses. Task order deliverables include, but are not limited to training objectives, course curricula, lesson plans, student handbooks and training materials, slides and audio-visual training aids, and end-of-course evaluations.

6. PROGRAM MANAGEMENT AND PROCESS IMPROVEMENT SUPPORT

Serrano IT Services offers program management and process improvement consulting services. Consultants with years of practical, applied experience assist customers with planning, monitoring, and controlling programs as well as assessing programmatic and technical factors that affect program effectiveness. Activities and deliverables are tailored for each task to ensure customer objectives are met. Program management support activities may include developing market analyses, acquisition strategy papers, procurement requests, Statements of Work, sole source justifications, cost benefit studies, trade-off studies, integrated program plans, integrated master schedules, and risk plans. Process improvement support addresses the full scope of programmatic, management, and engineering factors, and all key process areas. Consulting services offered include, but are not limited to, process assessment, improvement planning, procedure and tool development, monitoring progress, and measuring improvements.

COMMERCIAL JOB TITLE (LABOR CATEGORIES)

	Labor Category	Description and Minimum Requirements
1	Principal Manager/Subject Matter Expert	<p><u>Minimum/General Experience:</u> Fifteen years of experience in a related field or domain with at least 10 years management experience.</p> <p><u>Functional Responsibility:</u> Provides management and technical direction to program managers or other program or project personnel. Exercises independent judgment and a high level of analytical skills in solving technical, administrative, and managerial problems. Accountable for project planning, execution, and performance.</p> <p><u>Minimum Education:</u> MA/MS Degree or three additional years experience.</p>
2	Chief Engineer / Scientist / Analyst	<p><u>Minimum/General Experience:</u> Ten years of applicable technical experience in the industry.</p> <p><u>Functional Responsibility:</u> Provides expert advice on highly complex technical matters. Conducts studies to address significant, complex technical or operational issues. Provides consulting and services in the analysis, design, development, integration, or installation of information technology software and systems. Independently performs exceptionally complex tasks including designing complex software, applications, or information systems by leveraging formal training, domain proficiency, and experience. Provides technical direction to professional staff or teams working on multiple tasks in area of discipline or related areas.</p> <p><u>Minimum Education:</u> BA/BS Degree or three additional years experience.</p>
3	Senior Engineer/ Scientist/Analyst	<p><u>Minimum/General Experience:</u> Five years of applicable engineering experience.</p> <p><u>Functional Responsibility:</u> Provides consulting and services in the analysis, design, development, integration, or installation of information technology software and systems. Independently performs complex tasks including designing software, applications, or information systems to a customer's unique requirements. Performs high-level systems analysis or programming tasks. Defines and executes systems engineering activities within a project. Activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering plan. Provides technical direction to professional staff or team working on tasks in area of discipline or related areas.</p> <p><u>Minimum Education:</u> BA/BS Degree or three additional years experience.</p>
4	Senior Technical Writer	<p><u>Minimum/General Experience:</u> Five years of applicable technical experience.</p> <p><u>Functional Responsibility:</u> The Senior Technical Writer accomplishes writing assignments in direct support of the acquisition lifecycle, tasks and the production of required deliverables. Activities may include proposal development, business administration, contract administration, and facility operations activities, to include industrial security administrative duties.</p> <p><u>Minimum Education:</u> Appropriate and relevant college degree or equivalent training or experience, including proficiency with commercial word processing, publishing and graphics applications.</p>

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

Serrano IT Services 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 Davina Scott at Phone Number: (402) 991-0116, Email: davina.scott@serranoits.com, Fax Number: (402) 991-0253

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (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.

- **LABOR CATEGORY RATES**

SPECIAL ITEM NUMBER 132-51

Job Title	SIN	Commercial Price	Government Price	Discount
Principal Manager / Subject Matter Expert	132-51	\$257.50	\$206.00	20%
Chief Engineer / Scientist / Analyst	132-51	\$206.00	\$164.80	20%
Senior Engineer / Scientist / Analyst	132-51	\$154.88	\$123.90	20%
Senior Technical Writer	132-51	\$ 77.25	\$ 61.80	20%