

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

**Fiore Industries Inc. is an experienced computer science and research and development company located in Albuquerque, New Mexico. We are a Small Disadvantaged Business. Fiore has one of the largest and most experienced Oracle consulting groups in New Mexico. We currently offer a wide range of services and have demonstrated both expertise and success in providing software development; database administration; data migration from legacy systems to centralized storage systems; development of enabled web sites and their associated security systems; and, the services described in the following FPDS codes.**

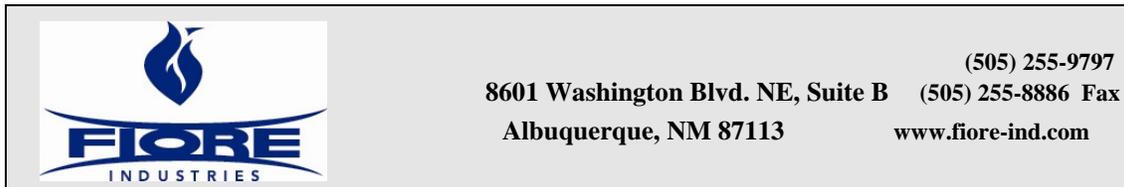
**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

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

**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 performance by the publisher or manufacturer or one of their authorized agents.



**Contract Number: GS-35F-0702N**  
**Period Covered By Contract: 15 June 2008 through 14 June 2013**  
**General Services Administration**  
**Federal Supply Service**

**Pricelist current through Modification # 002, Dated: 15 June 2008**

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

# Contents

## Information For Ordering Offices

- 1. Geographic Scope of Contract ..... 1
- 2. Contractor’s Ordering Address and Payment Information ..... 1
- 3. Liability For Injury Or Damage ..... 2
- 4. Statistical Data for Government Ordering Office Completion of Standard Form 279 ..... 2
- 5. FOB Destination ..... 2
- 6. Delivery Schedule ..... 2
- 7. Discounts ..... 3
- 8. Trade Agreements Act of 1979, as amended ..... 3
- 9. Statement Concerning Availability of Export Packing ..... 3
- 10. Small Requirements ..... 3
- 11. Maximum Order ..... 3
- 12. Use Of Federal Supply Service Information Technology Schedule Contracts ..... 3
- 13. Federal Information Technology/Telecommunication Standards Requirements ..... 3
- 14. Security Requirements ..... 4
- 15. Contract Administration For Ordering Offices ..... 5
- 16. GSA *Advantage!*<sup>TM</sup> ..... 5
- 17. Purchase Of Open Market Items ..... 5
- 18. Contractor Commitments, Warranties And Representations ..... 6
- 19. Overseas Activities ..... 6
- 20. Blanket Purchase Agreements (BPAs) ..... 7
- 21. Contractor Team Arrangements ..... 7
- 22. Prime Contractor Ordering From Federal Supply Schedule ..... 7
- 23. Insurance-Work on a Government Installation ..... 7
- 24. Software Interoperability ..... 8
- 25. Advance Payments..... 8

## Terms And Conditions Applicable To Information Technology (IT) Professional Services (Special Item Number 132-51)

- 1. Scope ..... 9
- 2. Performance Incentives ..... 9
- 3. Order ..... 9
- 4. Performance of Services ..... 9
- 5. Stop-Work Order ..... 10
- 6. Inspection Of Services ..... 10
- 7. Responsibilities Of The Contractor ..... 11
- 8.Responsibilities Of The Ordering Activity ..... 11
- 9.Independent Contractor ..... 11
- 10.Organizational Conflicts Of Interest ..... 11

11. Invoices ..... 11

# **Contents**

---

12. Payments .....	13
13. Resumes .....	13
14. Incidental Support Costs .....	13
15. Approval Of Subcontracts .....	13
<b>Labor Category Pricing</b>	<b>14</b>
<b>Labor Category Descriptions</b>	<b>15</b>
<b>USA Commitment To Promote Small Business Participation Procurement Programs</b>	<b>21</b>
<b>Blanket Purchase Agreements</b>	<b>22</b>
<b>Basic Guidelines For Using “Contractor Team Arrangements”</b>	<b>25</b>

# Information for Ordering Activities Applicable to all Special Item Numbers

## SPECIAL NOTICE TO AGENCIES: **Small Business Participation**

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the *GSA Advantage!*<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, *GSA Advantage!*<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://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**

**Fiore Industries Inc.**  
**8601 Washington Blvd. NE, Suite B**  
**Albuquerque, NM 87113**

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 agencies to obtain technical and/or ordering assistance:

**(505) 255-9797**

### 3. Liability For Injury Or Damage

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

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

Block 9: *G*. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS): **61-371-8980**

Block 30: Type of Contractor: **Small Disadvantaged Business, 8(a)**

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

Block 36: Contractor's Taxpayer Identification Number (TIN) **85-0373693**

**4a.** CAGE Code: **0MBR1**

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

### 5. FOB Destination

The contiguous 48 states and the District of Columbia

### 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	To Be Negotiated between Fiore Industries, Inc. and the Ordering Agency.

b. **Urgent Requirements:**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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: *None*
- b. Quantity: *None*
- c. Dollar Volume: *None*
- d. Government Educational Institution: *Same discounts as all other Government customers*
- e. Other: *None*

## 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

Export packing is *not available*.

## 10. Small Requirements

The minimum dollar value of orders to be issued is *\$1,000*.

## 11. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment)

- g. Special Item Number 132-51 - Information Technology (IT) Professional Services

The maximum dollar value per order for all IT Professional services will be \$500,000.

## 12. Ordering Procedures for Federal Supply Schedule Contracts

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

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

## 13. Federal Information Technology/Telecommunication Standards Requirements

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

### 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS

**(FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National

Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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

## **14. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

## 15. Contract Administration For Ordering Activities

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

## 16. GSA Advantage!<sup>TM</sup>

GSA Advantage!<sup>TM</sup> is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage!<sup>TM</sup> 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!<sup>TM</sup> by accessing the Internet World Wide Web utilizing a browser (e.g., 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:

*All U.S. Government installations and/or agencies abroad.*

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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. Prime Contractor Ordering from Federal Supply Schedules

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

- (a) A copy of the authorization from the Agency 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.**

## 23. 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.

## 24. 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>.

## **25. 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 Government 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.

## 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 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 agency in accordance with the guidelines set forth in the FAR.

### **15. Approval Of Subcontracts**

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

## 16. Labor Category Pricing

### Fiore Industries GSA IT Schedule Rates\*

Effective May 2006		Customer Site
1	LAN Specialist	\$ 54.90
2	Systems Analyst	\$ 59.61
3	Computer Technician	\$ 62.76
4	Network Specialist	\$ 66.59
5	LAN Administrator	\$ 70.62
6	Junior DBA	\$ 77.25
7	Senior DBA	\$ 141.79
8	Program Manager	\$ 102.24
9	Oracle Functional Expert V	\$ 175.43
10	Oracle Functional Expert IV	\$ 163.73
11	Oracle Functional Expert III	\$ 140.33
12	Oracle Developer V	\$ 167.22
13	Oracle Developer IV	\$ 152.01
14	Oracle Developer III	\$ 145.57
15	Oracle Tutor Specialist	\$ 128.63

# Labor Category Descriptions

## 1) Commercial Job Title: **LAN Specialist**

**Minimum/General Experience:** One year experience with commonly used concepts, practices, and procedures within an IT environment. Relies on instructions and pre-established guidelines to perform the functions of the position. Works under immediate supervision.

**Functional Responsibility:** Supports, monitors, tests and troubleshoots hardware and software problems pertaining to LAN / WAN. Recommends and schedules repairs. Provides end users support for all LAN / WAN – based applications. Installs and configures workstations.

**Minimum Education:** One year technical training. Three years experience may be substituted for formal training.

## 2) Commercial Job Title: **Systems Analyst**

**Minimum/General Experience:** One year experience with commonly – used concepts, practices and procedures of the industry. Relies on pre-established guidelines to perform the functions of the position.

**Functional Responsibility:** Reviews, analyzes, and evaluates information technology systems operations. Must be able to install, configure and maintain company networks. This position requires the ability to assist others as they build networks and maintain the external and internal web presence, and administer the networks. Will perform system backups on internal and external web network servers.

**Minimum Education:** One year technical training. Three years experience may be substituted for formal training.

## 3) Commercial Job Title: **Computer Technician**

**Minimum/General Experience:** Two years experience. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under minimal supervision to perform the functions of the position.

**Functional Responsibility:** Maintains, analyzes, troubleshoots, and repairs computer systems, hardware and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security and systems groups.

**Minimum Education:** AS Degree, related field. Three years experience may be substituted for degree

**4) Commercial Job Title: Network Specialist**

**Minimum/General Experience:** Two years experience with commonly – used concepts, practices and procedures of the industry. Relies on experience and an in-depth understanding of the industry to perform the functions of the position.

**Functional Responsibility:** Shall be able to install, configure and maintain company networks. Shall have the ability to build networks and maintain the external and internal web presence, and administer the networks. Will perform system backups on internal and external web network servers. Shall be able to design and support server systems and supporting software.

**Minimum Education:** AS Degree, related field. Three years experience may be substituted for degree

**5) Commercial Job Title: LAN Administrator**

**Minimum/General Experience:** One year experience. Shall be able to design and support server systems and supporting software. Must have knowledge of commonly – used concepts, practices and procedures of the industry. Relies on pre - established guidelines to perform the functions of the position

**Functional Responsibility:** Installs new software releases, system upgrades, evaluates and installs patches and resolves software related problems. Shall be able to install, configure and maintain company networks. This position requires the ability to build networks and maintain the external and internal web presence, and administer the networks. Will perform system backups on internal and external web network servers.

**Minimum Education:** AS Degree, related field. Three years experience may be substituted for degree

**6) Commercial Job Title: Junior DBA**

**Minimum/General Experience:** One year experience experience in various technical and/or functional aspects of systems implementation including design, development, testing and troubleshooting. Relies on instructions and pre-established guidelines to perform the functions of the position. Works under immediate supervision.

**Functional Responsibility:** Shall be able to review, evaluate, design, implement and maintain company database[s]. Have the ability to identify data sources, construct data decomposition diagrams, provide data flow diagrams and document processes. Can write codes for access to databases, modifications, and constructions including stored procedures. Has knowledge of commonly used concepts, practices, and procedures within an IT environment. Business and or IT experience including participation in the implementation and/or development of IT applications with relevant technical and/or functional experience in systems integration environment.

**Minimum Education:** AS Degree, related field. Three years experience may be substituted for degree

**7) Commercial Job Title: Senior DBA**

**Minimum/General Experience:** Five years experience in various technical and/or functional aspects of systems implementation including design, development, testing and troubleshooting. Has extensive experience in the development of application of system level software, GUI applications, user interfaces, and database oriented applications.

**Functional Responsibility:** This position requires an individual to administer, maintain, develop and implement policies and procedures for ensuring the security and integrity of the company database. Implements data models and database designs, data access and table maintenance codes; resolves database performance issues, database capacity issues, replication, and other distributed data issues. Familiar with a variety of the commonly used concepts, practices, and procedures within the IT environment. Business and or IT experience including participation in the implementation and/or development of IT applications with relevant technical and/or functional experience in systems integration environment.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

**8) Commercial Job Title: Program Manager**

**Minimum/General Experience:** Five years experience. Establishes, plans and administers the overall program. Must have the necessary analytical skills to analyze the needs of the program.

**Functional Responsibility:** Be able to establish priorities for feasibility studies, systems design and implementation to develop new and/or modify the client's information processing systems. Must have the ability to manage a group of exempt and nonexempt employees as well as consultants.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

**9) Commercial Job Title: Oracle Functional Expert V**

**Minimum/General Experience:** Fifteen years experience. In-depth knowledge and experience in finance, procurement, payroll and or human resources management. Knowledge and expertise in relevant Oracle applications. Understanding of conversion techniques and skills to ensure accurate conversion of data as well as the underlying accounting for the modules being supported. Experience with the project management methodologies, tools, and software.

**Functional Responsibility:** Provide subject matter expertise in implementing relevant Oracle modules. Act as liaison between the end user community and the business units that own and manage the system.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

**10) Commercial Job Title: Oracle Functional Expert IV**

**Minimum/General Experience:** Ten years experience. In-depth knowledge and experience in finance, procurement, payroll and or human resources management. Knowledge and expertise in relevant Oracle applications. Understanding of conversion techniques and skills to ensure accurate conversion of data as well as the underlying accounting for the modules being supported. Experience with the project management methodologies, tools, and software.

**Functional Responsibility:** Provide subject matter expertise in implementing relevant Oracle modules. Act as liaison between the end user community and the business units that own and manage the system.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

### 11) Commercial Job Title: **Oracle Functional Expert III**

**Minimum/General Experience:** Seven years experience. In-depth knowledge and experience in finance, procurement, payroll and or human resources management. Knowledge and expertise in relevant Oracle applications. Understanding of conversion techniques and skills to ensure accurate conversion of data as well as the underlying accounting for the modules being supported. Experience with the project management methodologies, tools, and software.

**Functional Responsibility:** Provide subject matter expertise in implementing relevant Oracle modules. Act as liaison between the end user community and the business units that own and manage the system.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

### 12) Commercial Job Title: **Oracle Developer V**

**Minimum/General Experience:** Fifteen years experience. Demonstrated software development experience using software such as PL/SQL, SQL\* Plus, Oracle Forms, Oracle Reports, Oracle Database. Functional knowledge of Oracle E-business Suite. Strong working knowledge of stored procedures, packages, triggers, flexfields, life cycle and methodology. Experience applying formal software quality management processes.

**Functional Responsibility:** Perform Developer functions for Oracle modules. Responsible for Oracle module integration as well as integration of bolt-ons and legacy applications. Duties include developing data conversion scripts, data integration scripts, data interface scripts, Oracle Workflows, Oracle Reports, Oracle Forms and Oracle extensions.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

### 13) Commercial Job Title: **Oracle Developer IV**

**Minimum/General Experience:** Ten years experience. Demonstrated software development experience using software such as PL/SQL, SQL\* Plus, Oracle Forms, Oracle Reports, Oracle Database. Functional knowledge of Oracle E-business Suite. Strong working knowledge of stored procedures, packages, triggers, flexfields, life cycle and methodology. Experience applying formal software quality management processes.

**Functional Responsibility:** Perform Developer functions for Oracle modules. Responsible for Oracle module integration as well as integration of bolt-ons and legacy applications. Duties include developing data conversion scripts, data integration scripts, data interface scripts, Oracle Workflows, Oracle Reports, Oracle Forms and Oracle extensions.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

#### 14) Commercial Job Title: **Oracle Developer III**

**Minimum/General Experience:** Seven years experience. Demonstrated software development experience using PL/SQL, SQL\* Plus, Oracle Forms, Oracle Reports, Oracle Database. Functional knowledge of Oracle E-business Suite. Strong working knowledge of stored procedures, packages, triggers, flexfields, life cycle and methodology. Experience applying formal software quality management processes.

**Functional Responsibility:** Perform Developer functions for Oracle modules. Responsible for Oracle module integration as well as integration of bolt-ons and legacy applications. Duties include developing data conversion scripts, data integration scripts, data interface scripts, Oracle Workflows, Oracle Reports, Oracle Forms and Oracle extensions.

**Minimum Education:** MS Degree, related field. Seven years experience may be substituted for degree

#### 15) Commercial Job Title: **Oracle Tutor Specialist**

**Minimum/General Experience:** Seven years experience Oracle Tutor and knowledge of Oracle applications. Experience in producing process documentation, including process flows. Experience in writing/editing new and revised procedures.

**Functional Responsibility:** Support the development and maintenance of process and procedural documents for all Oracle modules. Coordinate and track the implementation of process and procedural documents. Perform word processing functions and use Tutor's methodology and software to create and distribute desk manuals and other training materials.

**Minimum Education:** BS Degree, related field.

# USA Commitment To Promote Small Business Participation Procurement Programs

## Preamble

Fiore Industries Inc. provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Bill Miera, CEO, (505) 255-9797, [bmiera@fiore-ind.com](mailto:bmiera@fiore-ind.com), fax (505) 255-9797



BPA Number \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(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:

<b>MODEL NUMBER/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____

(2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULE/DATES</b>
_____	_____
_____	_____

(3) The Government 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:

<b>OFFICE</b>	<b>POINT OF CONTACT</b>
_____	_____
_____	_____

(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 customer agency 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.