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

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 D308  Millennium Conversion Services (Y2K)
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

DataFlow Systems LLC

7431 Rokeby Drive
Manassas, Virginia 20109-6409
http://www.dataflowsystems.com
(703)-393-2355

Contract Number: GS-35F-0531M


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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STATEMENT OF SIGNIFICANT DIFFERENCES: THIS CONTRACT IS THE FIRST INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SIN 132-51) CONTRACT FOR DATAFLOW SYSTEMS.
SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

The geographic scope of this contact encompasses the 48 contiguous states and the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, and such other overseas locations as determined on an order-by-order basis.

2. Contractor’s ordering address and payment information:

a. The following representative should be contacted for the computer-to-computer electronic data interchange (EDI) orders regarding the establishment of an EDI interface. This address should also be used for mailed orders:

Peter A. Dewar
DATAFLOW SYSTEMS
7431 Rokeby Drive, Manassas
VIRGINIA 20109-6409
Tel: (703) 393 2355
E-mail: pdewar@dataflowsystems.com
b. The representative for orders by facsimile transmission is as follows:

   Peter A. Dewar  
   Fax number: (703) 330 0520 

   PAYMENT ADDRESS:

   Payment via Check/US Mail 
   DataFlow Systems 
   7431 Rokeby Drive 
   Manassas, 
   Virginia 20109-6409 
   Attn: Accounts Receivable 

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase 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:

   Peter A. Dewar  (703) 393-2355; 
   Deborah De Beauville  (703) 393 2355.
GENERAL TERMS AND CONDITIONS

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: __088412833___
Block 30: Type of Contractor - _____A__ Small Disadvantaged Business ________
Block 31: Woman-Owned Small Business - _____NO___________
Block 36: Contractor's Taxpayer Identification Number (TIN): __54-1860349_______

4a. CAGE Code: ____1SU97_________
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>__<strong><strong><strong>132-51</strong></strong></strong></td>
<td>_<strong>30</strong> Days</td>
</tr>
</tbody>
</table>

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: Zero% -
   b. Quantity: None
   c. Dollar Volume: None
   d. Government Educational Institutions: None
   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:
Not Applicable

10. Small Requirements: No minimum value

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)
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. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:
[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]
Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the
procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government’s needs.

a. **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency’s needs. In selecting the supply or service representing the best value, the ordering office may consider--

   1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
   2. Trade-in considerations;
   3. Probable life of the item selected as compared with that of a comparable item;
   4. Warranty considerations;
   5. Maintenance availability;
   6. Past performance; and
   7. Environmental and energy efficiency considerations.

c. **Orders exceeding the maximum order threshold.** Each schedule contract has an **established maximum order threshold.** This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

   Review additional Schedule Contractors’

   1. catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
   2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
   3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:
(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency’s needs.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** Federal departments and agencies 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 offices, 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
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. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or $100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES: Any ordering office, 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!
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 INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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 incumus 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:

   The Services herein are available to overseas activities outside the scope of this contract on an open market basis. They will be negotiated between DataFlow Systems and the Ordering Agency.

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. YEAR 2000 WARRANTY—COMMERCIAL SUPPLY ITEMS

(a) As used in this clause, “Year 2000 compliant” means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology used in combination with the information technology being acquired, properly exchanges date/time data with it.

(b) The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with products properly exchange date time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available under this warranty shall include****repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance (installation is considered acceptance). The Contractor may offer an extended warranty to the Government to include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing at any time prior to June 1, 2000, or for a period of 6 months following acceptance (installation is considered acceptance) whichever is later. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.
21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as “…a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels.

Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. 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, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.
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 office.

2. **PERFORMANCE INCENTIVES**
   a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
   d. The above procedures do not apply to Time and Material or labor hour orders.

3. **ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**
   FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).
GSA has determined that the prices for services contained in the contractor’s price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering offices shall—

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

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

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

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

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope
of services offered, pricing and other factors such as contractors’ locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency’s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to
additional contractors that offer services that will meet the agency’s needs. Ordering offices should strive to minimize the contractors’ costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

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

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

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the agency’s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
(d) When the ordering office’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

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

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under “Information for Ordering Offices,” paragraph #12.
4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

8. RESPONSIBILITIES OF THE GOVERNMENT
Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.
10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.
13. **RESUMES**

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

14. **INCIDENTAL SUPPORT COSTS**

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

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

16. DESCRIPTION OF IT SERVICES AND PRICING

(a) IT SERVICES

COMPANY INFORMATION-ABOUT DATAFLOW SYSTEMS

Founded in 1997, DataFlow Systems is an 8(a) certified full service computer technology and information system consulting organization, providing quality information systems management, support and analytic services to organizations in private industry and government.

DataFlow Systems is staffed and managed by professionals who not only understand the impact of Information Technology on business processes, but also on company performance, customer satisfaction and overall managerial effectiveness. We therefore define solutions for our clients, that meet the challenges of their specific environment, based on an understanding of each client's mission, objectives, and operational requirements. Our philosophy is based on full customer involvement in the decision-making and requirements definition. This results in systems, processes, and operations, which are custom tailored to meet our customers' specific needs. We believe in employing proven information engineering methodologies that ensure our customers get what they want.

OUR VALUES

DataFlow Systems is dedicated to excellence, innovation, integrity and getting the job done on time and to specification.

MISSION STATEMENT

We are committed to being recognized as the definitive provider of creative, effective and intelligent Information Technology solutions, which enable our clients to take control of their internal business environments and function as key players in their market space.
Quality Assurance

DataFlow Systems is committed to the highest standards in quality, accountability, service and performance. To this end, we are equally committed to the utmost caliber of service to our Clients. Not only are we committed to trade practices, established engineering requirements and industry standards, but we are also committed to our quality and performance policy and measures, listed below:

- Honesty and Integrity in Services
- Client Communication & Involvement
- Realistic Goal and Objective Setting
- Adherence to Established Timescale
- Effective & Efficient Product Delivery
- Consulting for Both the Contract & the Client’s Business Needs

The following summarizes the experience of the DataFlow Systems’ staff, and the services, which can be provided as this relates to extensive experience and demonstrated capability:

**INFORMATION TECHNOLOGY EXPERTISE**

- Project and Contract Management, Monitoring and Implementation
- Information Systems Maintenance
- Information Systems Computer and Help Desk Support
- Information Systems Network Analysis, Maintenance & Support
- Information Systems Planning & Integration
- Information Systems Technology Studies
- Information Systems Requirements Analysis
- Disaster Recovery Planning
- Application Development
- Relational Database Deployment
- Client/Server Design, Re-Design and Migration
- Facilities Management

**DESCRIPTION OF INFORMATION TECHNOLOGY SERVICES OFFERED**
**Project Management**

We at DataFlow Systems believe that project management is one of the most critical and important aspects of system implementation. We provide highly qualified, skilled, and experienced project managers to ensure that projects stay on schedule and within budget. The utilization of proven and industry accepted methodologies and best practices, has enabled us to develop a favorable track record.

**Complex Systems Development and Integration**

DataFlow Systems provides systems integration services. We assist clients in the evaluation and selection of software and hardware components of an information systems infrastructure.

DataFlow Systems has a proven methodology for testing and scoring commercial off-the-shelf and custom systems for decision makers when faced with the make-or-buy decision. We assist clients in defining capacity plans, operational requirements, processing capabilities, maintenance considerations, reliability requirements, performance goals, security considerations, compatibility and interoperability with existing systems and processes.

We offer our clients the full range of professional services in the development of computer systems, including feasibility studies, requirements definition, system analysis, system design and development. Our implementation services in this area also include systems conversion, computer programming, testing and validation, and documentation. Our team of system integrators can assist in one or more phases of the system development life cycle.

Our capabilities in this area include:

- Technology Assessment Process
- Evaluation of Current Systems and Processes
- Best Practices Benchmarking
- Development of Requirements
- Preparation of Specifications
- System Architecture Design
- System Concept Development
- System Definition and Design
- Project Planning, Scheduling and Control
• Software Integration
• Documentation and Training Support

Information Engineering
We employ formal techniques involving enterprise models, data models, process models and implementation plans. We provide services that cover the following areas:
• Business Area Analysis
• Conceptual Design
• Business System Design
• Technical Design and Specifications
• System Construction/Selection
• System Installation
• System Testing
• Prototype Design and Implementation
• Rapid Application Deployment
• Documentation
• User and Technical Training

Software Engineering and Quality Assurance
DataFlow Systems integrates methodologies, automated tools and procedures in the development of computer software. We enable the project manager to control the process of software development and provide the foundation for building high quality software by using resources efficiently.

At DataFlow Systems, we adhere strongly to the practices that ensure delivery of quality solutions. We offer independent validation and verification of third-party software systems, as well as testing services to ensure that business requirements are met.

Our scope of services in this area include:

• Requirements Allocation
• Application Programming
• Communications Software Development
• Database Design and Implementation
• Data Conversion
• Software Enhancement and Upgrade
• Software Integration
• Independent Verification and Validation

World Wide Web Development
We use contemporary techniques to create fully interactive and functional Web sites and Web enabled applications. Integrating these applications with existing infrastructure allows our customers to maintain or achieve a leading business edge with the use of web-enabled technology.

Database Management
DataFlow Systems has expertise in database selection, design, implementation, and support. We offer expert database implementation support and begin with the evaluation and selection of database management systems (DBMS) that meet our clients’ business requirements. Our services include assisting clients with definition of enterprise data models, database performance tuning, database administration and project data analysis.

PC Maintenance and Help Desk
DataFlow Systems provides network, desktop, and help desk support. We manage local area networks, including e-mail services, backup and recovery, preventative maintenance, virus protection, and security. Desktop and help desk support is provided using remote access and automated techniques.

Networking
DataFlow Systems provides enterprise wide design, engineering, installation and maintenance services for data communications projects. Our networking experience includes integration to the World Wide Web through proven interfacing and integration techniques. We have an in-depth understanding of data networks as well as the services and new technologies that make them value added solutions for our clients. Our staffs are up to date with advances in communications technology and their real world applications. We integrate our engineering and networking practices to ensure that we develop comprehensive solutions for our clients, and a good marriage between the communications networks, and the applications that they support. The result of such integration is a superior design that guarantees excellent performance.
DataFlow Systems staff of engineers and technicians has extensive experience in the design, development, implementation, maintenance and operation of data communications systems and networks. We provide complete support of our clients’ telecommunications needs from conceptual design through installation, implementation and on-going operations.

DataFlow Systems’ system engineers and technicians have developed an in-depth knowledge of Networks and Communications Systems based upon their involvement in the early implementation of these technologies, and their years of experience in the development, integration, and implementation of evolving versions.
CATEGORIES OF LABOR AND DESCRIPTIONS

Commercial Job Title: PROJECT DIRECTOR

Minimum/General Experience: 10 years of relevant experience and eight years of management experience or an equivalent combination of education and experience.

Functional Responsibility: Consults with Contracting Officer or assigned Technical Representative and other government personnel to minimize costs and maximize efficiency in achieving the stated requirements. Plans, organizes and controls the overall activities of the project (project management, technical work, quality of work, schedule, and costs associated with various orders issued under the contract). Ensures that all activities conform to the terms and conditions of the contract and ordering procedures. Acts as liaison between the Contracting Officer, Technical Representatives, and management. Coordinates activities and seeks resolution of contractual and technical problems while working with the Contract Officer, the assigned Technical Representative, and other Government personnel.

Minimum Education: Masters Degree or Ph.D.

Commercial Job Title: PROJECT MANAGER

Minimum/General Experience: Experience includes: project development from inception to deployment, management and control of funds and resources using advanced monitoring and reporting techniques, increasing responsibilities in information systems design and/or management.

Functional Responsibility: Organizes and monitors staff to provide optimum technical and customer support, performs contract management functions as required by plans and budgets the contract effort. Reports on the results of systems analysis with respect to needs assessments, capacity planning, software and hardware product research, communications, and integrating new capabilities into existing information technologies. Is aware of the latest technology.

Minimum Education: A Bachelor’s degree, or certification in Computer Science, Information Systems, Engineering, Business, or other related discipline.
Commercial Job Title: HELP DESK MANAGER

Minimum/General Experience: A minimum of five years experience, of which two years experience may include: project management, supervision and operations experience on multi-server local area network, knowledge of hardware, software, operating systems and automated service request tracking and reporting. General experience includes operations experience on computer system or multi-server local area network.

Functional Responsibility: Oversees the customer support and data processing operations, handles work requests and scheduling, interfaces with service personnel, and works with the Program Manager/others to provide for a smooth flow of work by the operations staff. The Help Desk Manager is also responsible for all vendor supplied hardware and software associated with the computer systems, or subsequent computing environments, for the installation, configuration, and maintenance of this hardware and software, and for the management of computer operations.

Minimum Education/Qualifications: A Bachelor’s degree, or certification in Computer Science, Information Systems, Engineering, Business, or other related discipline

Commercial Job Title: SENIOR NETWORK ENGINEER

Minimum/General Experience: A minimum of seven years general experience with five years specialized experience in the overall integration of enterprise networks: including the planning, design, installation, maintenance and coordination of the enterprise network. Demonstrated ability to work independently or under only general direction.

Functional Responsibility: Concerned with technical systems design, development and support related to microcomputers and networks. This includes hardware, software, networks and communications related to microcomputers as well as interfaces between the microcomputers and other computers. The networks involved are both Ethernet and fiber optics based and support microcomputer networks as well as broad based local area networks. Is also the resident expert, CNE certified, on LAN administration and other management activities related to networks. Evaluates and troubleshoots LAN and other network related problems. Studies vendors products to determine those
which best meet clients’ needs. Presents information to managers which may result in purchases and/or installations. Typically a top level technical contributor with advanced knowledge and experience in LAN, communication and related hardware and software. Also knowledgeable in many network topologies and multiple operating systems environments.

**Minimum Education/Qualifications:** A Bachelor’s degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. A Certified Network Engineer certificate is required.

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**Commercial Job Title: PROGRAMMER/ANALYST**

**Functional Responsibility:** Programs specific, sometimes complex, requests for information. Performs ad hoc reporting on databases for staff, maintains files by performing quality control, validation and programmatic updating. Provides end user help with languages, interfaces and database problems.

**Minimum Education/Qualifications:** A certification in programming or administration. This position requires a minimum of five years experience of which at least three must be specialized. Specialized experience includes: experience as an applications programmer. Knowledge of computer equipment and ability to develop complex software to satisfy design objectives. Demonstrated ability to work independently or under only general direction.

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**Commercial Job Title: PC/NETWORK SUPPORT SPECIALIST**

**Functional Responsibility:** PC/Network Support Specialist is concerned with technical support related to microcomputers and networks. This support includes hardware, software, networks, and communications related to microcomputers as well as interfaces between the microcomputers and other computers. The networks involved are both Ethernet and fiber optics based and support microcomputer networks as well as broad based local area networks.

**Minimum Education/Qualifications:** High school graduate or equivalent with a minimum of three years experience of which two must be specialized. Specialized experience includes installing, testing and troubleshooting network and PC software and components. Specialized experience also includes
knowledge and use of customer service standards. General experience includes, analytical, technical and administrative work in installing and maintaining PCs. Also, conferring, assisting and training users.

Commercial Job Title: SENIOR DATA BASE ADMINISTRATOR

Minimum/General Experience: 10 years of relevant experience. Specialized experience includes: demonstrated experience using current database technologies; experience as a database administrator on an application accessible to more than multiple 150 users and containing more than 100 gigabytes of data.

Functional Responsibility: Supervises staff of database programmers and/or database administrators. Controls the design and use of databases. Controls the global view of databases, controls the access to the data bases, assures the safekeeping of the data bases from accidental or intentional damage or loss, monitors the usage of data bases, and develops standards, procedures, and conventions for use. Performs database tuning based upon system, application and user requirements, batches data interfaces to multiple downstream applications, backend database triggers for online transactional applications. Is certified in the installation and configuration of specific database management systems. Is an authority on the design of databases and the use of database management systems.

Minimum Education/Qualifications: Bachelor of Science Degree in Computer Science, Math or equivalent.

Commercial Job Title: SENIOR SYSTEMS ANALYST:

Minimum/General Experience: A minimum of eight years experience, experience includes: analysis and design of business applications on complex systems of medium-scale computers or multi-servers. Knowledge of database concepts, programming languages, storage and retrieval methods, and designing technical applications, increasing responsibilities in information systems design and/or management.

Functional Responsibilities: Analyzes and develops computer software processes including analytical, business, engineering and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes: user interfaces, software and
hardware performance, resource workload and usage, downtime, proposed system upgrades. Analyze and define problems, and develops system requirements and program specifications. Plays a lead role in the redesign and refinement of existing systems, user technical support and recommendations on future directions.

Minimum Education/Qualifications: A Bachelor’s degree with concentration on Computer Science, Information Systems, Engineering, Business or other related discipline.

Commercial Job Title: SYSTEMS ANALYST:

Minimum/General Experience: This position requires a minimum of six years experience, of which four years must be specialized. Specialized experience includes: analysis and design of business applications on complex systems of medium-scale computers or multi-servers. Knowledge of data base concepts, programming languages (such as C, 4GL, SQL), storage and retrieval methods, and designing technical applications. General experience includes increasing responsibilities in information systems design and/or management.

Functional Responsibilities: Analyzes and develops computer software processes including analytical, business, engineering and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, analyze software and hardware performance, analyze resource workload and usage, analyze downtime, analyze proposed system upgrades. Analyze and define problems, and develops system requirements and program specifications.

Minimum Education/Qualifications: A Bachelor’s degree or certification in Computer Science, Information Systems, Engineering, Business, or other related discipline.

Commercial Job Title: JUNIOR SYSTEMS ANALYST:

Minimum/General Experience: This position requires a minimum of three years experience.

Functional Responsibilities: Assists in developing computer software processes including analytical, business, engineering and records management functions. Assists in developing plans for automated information systems from project inception to conclusion. Analyzes user interfaces, analyze software and hardware performance, analyze resource workload and usage and analyze downtime.
Minimum Education/Qualifications: Knowledge of data base concepts, programming languages, storage and retrieval methods, and designing technical applications. General experience includes general information technology knowledge and industry awareness.

Commercial Job Title: NETWORK ENGINEER:

Minimum/General Experience: A minimum of five years general experience with three years specialized experience in the overall integration of enterprise networks: including the planning, design, installation, maintenance and coordination of the corporate LAN.

Functional Responsibilities: Is concerned with technical systems development and support related to microcomputers and networks. This includes hardware, software, networks and communications related to microcomputers as well as interfaces between the microcomputers and other computers. The networks involved are both Ethernet and fiber optics based and support microcomputer networks as well as broad based local area networks.

Minimum Education/Qualifications: A Certified Network Engineer certificate. Demonstrated ability to work independently or under only general direction.

Commercial Job Title: SENIOR PROGRAMMER/ANALYST:

Minimum/General Experience: This position requires a minimum of five years experience

Functional Responsibilities: Provides ongoing support for the specialized data analysis, graphics, and Data Base applications software needed. This support is primarily in response to the changing needs of a research environment which will result in new techniques of analysis and results presentation. Works closely with the Senior Systems Analyst to integrate new or revised applications into the computing environment.

Minimum Education/Qualifications: A Bachelor’s degree or certification in Computer Science, Information Systems, Engineering, Business, or other related discipline.
Commercial Job Title: SYSTEMS ADMINISTRATOR:

Minimum/General Experience: This position requires a minimum of five years experience of which at least three must be specialized in administering computer systems. General experience includes operations on a computer system servicing multiple users in a central computer or multi-server network.

Functional Responsibilities: Manages multi-user operating systems, such as UNIX, Linux, and Microsoft NT. The Systems Administrator shall install and update the operating systems with the latest version, monitor and verify system backups, manage the user environment, monitors system performance and work closely with the Database and Network Administrators to ensure continuity.

Minimum Education/Qualifications: This position requires a minimum of five years experience.

Commercial Job Title: JUNIOR PROGRAMMER:

Minimum/General Experience: A minimum of three years experience, includes: experience as an applications programmer; knowledge of computer equipment and ability to develop programs to satisfy reporting requirements.

Functional Responsibilities: Performs file changes and updates, creates new programs, user forms and data files. Assist users with problems concerning the data maintained within database. Generates reports as requested by users and performs data entry as requested.

Minimum Education/Qualifications: Completed Developer training.
Commercial Job Title: ADMINISTRATIVE SUPPORT

General Summary
Provides administrative-type support to technical and management-level personnel. This includes, but is not limited to, documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc.

Functional Responsibility
1. Specializes in coordinating and planning office administration and support.
2. Reports directly to a client, usually at the client location, to support its operations as required.
3. Understands and provides documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc. required in changing office environments.
4. May perform other duties as assigned.

Minimum Education
High School Diploma or G.E.D. or other equivalent degree program.
LABOR RATES

(b) Pricing

(SIN 132-51: Information and Technology Professional Services)

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Year 1 Hourly Rates With IFF ($)</th>
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</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>117.92</td>
</tr>
<tr>
<td>Project Manager</td>
<td>101.70</td>
</tr>
<tr>
<td>Help Desk Manager</td>
<td>90.81</td>
</tr>
<tr>
<td>Senior Network Engineer</td>
<td>83.77</td>
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<tr>
<td>Programmer/Analyst</td>
<td>77.07</td>
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<tr>
<td>PC/Network Support Specialist</td>
<td>67.35</td>
</tr>
<tr>
<td>Senior Database Administrator</td>
<td>105.01</td>
</tr>
<tr>
<td>Senior Systems Analyst</td>
<td>83.31</td>
</tr>
<tr>
<td>Systems Analyst</td>
<td>75.01</td>
</tr>
<tr>
<td>Junior Systems Analyst</td>
<td>65.34</td>
</tr>
<tr>
<td>Network Engineer</td>
<td>77.07</td>
</tr>
<tr>
<td>Senior Programmer/Analyst</td>
<td>81.45</td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>76.53</td>
</tr>
<tr>
<td>Junior Programmer/Analyst</td>
<td>65.34</td>
</tr>
<tr>
<td>Admin Support</td>
<td>25.47</td>
</tr>
</tbody>
</table>

Rates are in effect for period of Contract: June 4, 2002 – June 3, 2003
USA COMMITMENT TO PROMOTESMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE
DataFlow Systems 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:

PETER A. DEWAR,
DataFlow Systems
7431 Rokeby Drive
Manassas, VA 20109-6409
pdewar@dataflowsystems.com
Tel: 703-393-2355
Fax: 703-330-0520
http://www.dataflowsystems.com
or

DEBORAH DE BEAUVILLE
DataFlow Systems
ddebeauville@dataflowsystems.com
Tel: 703-393-2355
Fax: 7033300520
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and DATAFLOW SYSTEMS enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

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

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

Signatures

Agency Date Contractor Date
(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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL</th>
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<table>
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<tr>
<th>BPA DISCOUNT/PRICE</th>
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(2) Delivery:

<table>
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<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
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(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:
(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.
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.