

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

Special Item No. 132-51 Information Technology Professional Services

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

FPDS Code 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 D310	IT Backup and Security Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information 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.*

DIAMOND DATA SYSTEMS, INC.

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New Orleans, LA 70123

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Contract Number: GS-35F-0027M

Period Covered by Contract: 15 Oct 2001 through 14 Oct 2011

General Services Administration

Federal Supply Service

Pricelist current through Refresh 20 Modification # 8 dated 16 March 2007

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

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INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES:**Small Business Participation****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 micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ 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 micro purchase 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 contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico and all U.S. Government installations and/or agencies abroad.

2. CONTRACTOR'S ORDERING ADDRESS:

DIAMOND DATA SYSTEMS
5732 Salmen Street
Suite C
New Orleans, LA 70123

Contractor's Payment Address:

DIAMOND DATA SYSTEMS
5732 Salmen Street
Suite C
New Orleans, LA 70123

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: 504-729-9100
800-218-9009
FAX 504-729-9101

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): 93-912-0382
Block 30: Type of Contractor: **B. Other Small Business**
Block 31: Woman-Owned Small Business: No
Block 36: Contractor's Taxpayer Identification Number (TIN): 72-1230865

4a. CAGE CODE: 1PDV3

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.

**Items or Groups
of Items (SIN or
Nomenclature)**

**Delivery Time
(Days ARO)**

132-51

30 Days or as negotiated on the task order level.

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 - NET 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational Institutions are offered the 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 available at extra cost outside the scope of this contract.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

- g. Special Item 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: 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 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 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 paragraph (1) 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:

- (a) Manufacturer
- (b) Manufacturer's Part Number; and
- (c) Product category(ies).

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering office 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 office 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.

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, 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.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.diamonddata.com. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM 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.

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 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 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 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) 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 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 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 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 bi-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

DIAMOND DATA SYSTEMS provides the following types of services: IT Facility Operation and Maintenance; IT Systems Analysis Services; Automated Information Services Design and Integration Services; Programming Services; IT Data Conversion Services; Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services; and IT Network Management Services.

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

PREAMBLE

DIAMOND DATA 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: Rick Gremillion, DIAMOND DATA SYSTEMS, 504-729-9100; 800-218-9009 FAX: 504-729-9101; rickg@diamonddatasystems.com.

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:

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(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:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

DIAMOND DATA SYSTEMS
Labor Category Descriptions

Labor Category Descriptions and Qualifications

Diamond Data Systems, Inc. provides professional services to satisfy client requirements in the Information Technology business environment. Diamond Data personnel who are assigned to perform work under this contract will possess the identified levels of education, experience and expertise by position as described in this section.

Education substituted for general experience: Formal education resulting in a Bachelor's, Master's or PhD degree may be substituted as the equivalent of four (4) years of experience for each degree earned.

Experience substituted for formal education: Four (4) years of experience in a related field or discipline may be substituted for a Bachelor's degree. Eight (8) years of experience in a related field or discipline may be substituted for a Master's degree.

Pursuant to the Terms and Conditions of this contract, ultimate determination and acceptance of a proposed individual for performance under a specific effort rests with the client.

PRINCIPAL SYSTEMS ANALYST

MINIMUM/GENERAL EXPERIENCE:

8 years experience which includes analysis, acquisition and design of cross functional business applications, using relational database management systems, and programming languages and development tools. Demonstrated ability to formulate specifications for software engineers to use in coding, testing, and debugging computer programs. Ability to work complex application problems involving all phases of the systems development life cycle.

FUNCTIONAL RESPONSIBILITY:

Perform as primary point of contact between the user community and the software engineering community in formulating specifics for automated information systems development or acquisition. Provide technical direction for performing software development tasks, including the review of work products for correctness, adherence to the design concept and to ensure problem solution and user standards. Make recommendations, if needed, for approval of major system installations. Prepare milestone status reports and deliverables/presentations on the system concept to colleagues, subordinates, and end user representatives as required. Provides project support in the form of technical writing, configuration management, quality assurance, technical training, data architecture and DBA support.

MINIMUM EDUCATION: Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline.

SENIOR SYSTEMS ANALYST

MINIMUM/GENERAL EXPERIENCE:

5 years experience which includes analysis, acquisition and design of software applications for large-scale computers, database management and use of modern programming languages. Demonstrated ability to formulate specifications for software engineers to use in coding, testing, and debugging computer programs. Ability to work complex application problems involving all phases of the systems development life cycle.

FUNCTIONAL RESPONSIBILITY

Provide technical direction for performing software development tasks, and the review of work products for correctness, adherence to the design concept and to ensure problem solution and user standards. Make recommendations, if needed, for approval of major system installations. Prepare milestone status reports and deliverables/presentations on the system concept to colleagues, subordinates, and end user representatives as required. Provides project support in the form of technical writing, configuration management, quality assurance, technical training, data architecture and DBA support.

MINIMUM EDUCATION

Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline.

SYSTEMS ANALYST

MINIMUM/GENERAL EXPERIENCE:

3 years experience which includes analysis and design of software applications. Experience in data base management concepts, and use of modern programming languages, designing technical applications on computer systems and demonstrated ability to formulate specifications for software engineers to use in coding, testing, and debugging computer programs.

FUNCTIONAL RESPONSIBILITY

Analyze and develop computer software. Develop plans for automated information systems from concept to deployment. Analyze user interfaces, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and COTS applications. Develop system requirements and program specifications. Coordinate closely with programmers to ensure proper implementation of program and system specifications. Provides project support in the form of technical writing, configuration management, quality assurance, technical training, data architecture and DBA support.

MINIMUM EDUCATION

Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline

SUBJECT MATTER EXPERT C

MINIMUM/GENERAL EXPERIENCE:

7 years of progressively increasing responsible subject matter experience, in similar work environments. Concentrated hands-on experience in the specific functional discipline of the subject matter field required by a customer task order.

FUNCTIONAL RESPONSIBILITY:

Perform as a consultant in highly specialized subject areas. Provide highly technical and/or specialized guidance concerning automation solutions to complex information processing problems related to the subject matter field. Perform analyses and studies; prepare reports and give presentations as necessary. Work independently or as a member of a team.

MINIMUM EDUCATION

Bachelor's Degree in appropriate subject matter fields or related disciplines.

SENIOR INFORMATION SECURITY

MINIMUM/GENERAL EXPERIENCE

Survey current security technological trends & technology products. Document requirements/rationale for security technology products and select best in class. Specify use of security technology products in target System and demonstrate use. Design, document and implement processes for doing Systems Security Engineering and Proofs of Concept. Develop and test proof of concept and document results. Manage the process implementation. Measure and monitor technical performance of the system and its environment. Coordinate efforts within and across integrated product teams.

FUNCTIONAL RESPONSIBILITY

Utilizes systems analysis methods, techniques and procedures to design and develop secure computer systems according to user requirements. Develops overall security solutions focusing on all aspects of hardware, software, telecommunications and networks. Focus on architecture for system interoperability, portability, scalability and legacy system support and transition.

MINIMUM EDUCATION

8 years experience with information systems security. BS in Computer Science, Information Systems, Engineering or other technical disciplines dealing with the design and rollout of very large Enterprise Information Systems.

SENIOR TEST ENGINEER

MINIMUM/GENERAL EXPERIENCE

Good communication skills, familiarity with test methodologies, test scenario design, requirements-based testing, test planning and reporting, detail oriented. Familiarity with automated scripting utilities, SQL script testing, dataset generation and manipulation and software tools used for configuration management and bug tracking helpful.

FUNCTIONAL RESPONSIBILITY

Software tester works with development team to develop test cases and formal test plans to implement large information system. Provides testing input for program engineering and acquisition documents and products. Develops policies and procedures relevant to testing. Test software system and reports defects clearly and concisely. Authors and executes the testing plan; develops certification criteria, system component test plans and execution of individual test scenarios. Performs complex and repetitive testing to ensure computer system conforms to specifications.

MINIMUM EDUCATION

6 years of general experience. BS in information management, computer science or related field.

TEST SUPPORT

MINIMUM/GENERAL EXPERIENCE

3 years of general experience, good communication skills, familiarity with test methodologies, test scenario design, requirements-based testing, test planning and reporting, detail oriented. Familiarity with automated scripting utilities, SQL script testing, dataset generation and manipulation and software tools used for configuration management and bug tracking helpful.

FUNCTIONAL RESPONSIBILITY

Works with Test Engineer to develop test cases and formal test plans to implement large information system. Provides testing input for program engineering and acquisition documents and products. Test software system and reports defects clearly and concisely. Tracks all system bugs/discrepancies, and ensures software engineers resolve and incorporate necessary fixes. Performs complex and repetitive testing to ensure computer system conforms to specifications.

MINIMUM EDUCATION

Associate's degree in information management, computer science or related field.

SENIOR SOFTWARE ENGINEER

MINIMUM/GENERAL EXPERIENCE

5 years experience managing or performing software engineering activities, demonstrated experience working with programming languages in the design and implementation of automated information systems using modern technology.

FUNCTIONAL RESPONSIBILITY

Analyze and study complex system requirements. Manage software development, and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Estimate software development costs and schedules. Review existing programs, and assist in making refinements, reducing operating time and improving current development methods. Establish and manage software configuration management. Translate detailed design requirements into computer software. Test, debug, and refine the computer software to produce the required product. Ensure the preparation of the required documentation including both program level and user-level documentation. Facilitate the enhancement of software to reduce operating time and/or to improve efficiency.

MINIMUM EDUCATION

Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline.

SOFTWARE ENGINEER

MINIMUM/GENERAL EXPERIENCE

2 years experience working with modern software languages in the design and implementation of automated information systems. Experience working with modern technology.

FUNCTIONAL RESPONSIBILITY

Develop software tools and subsystems to support software implementation. Interpret software requirements, and design specifications to code, integrate and test software components. Translate detailed design requirements into computer software. Test, debug and refine the computer software to produce the required product. Ensure the preparation of the required documentation, including both program level and user-level documentation. Facilitate the enhancement of software to reduce operation time and/or to improve efficiency.

MINIMUM EDUCATION

Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline.

SENIOR TECHNICIAN

MINIMUM/GENERAL EXPERIENCE

4 years experience which includes: comprehensive knowledge of computer operating systems, networking, e-mail systems and standards.

FUNCTIONAL RESPONSIBILITY

Responsible for providing telecommunications and direct support to users in the areas of e-mail, directories, standard Windows desktop applications, Web services for distributed computing applications developed or deployed. Serve as the primary point of contact for troubleshooting client related hardware/software problems. Provide account administrative services and track outstanding hardware/software problems until successful resolution. Manage small teams of technicians if required.

MINIMUM EDUCATION

Associate's degree in Computer Science, Information Systems, Engineering, Business or other related discipline; or documented evidence of other civilian and/or military equivalent training and experience.

TECHNICIAN

MINIMUM/GENERAL EXPERIENCE

2 years experience which includes: comprehensive knowledge of computer operating systems, networking, e-mail systems and standards.

FUNCTIONAL RESPONSIBILITY

Responsible for providing telecommunications and direct support to users in the areas of e-mail standard Windows desktop applications, Web services for distributed computing applications developed or deployed. Serve as the primary point of contact for troubleshooting client related hardware/software problems.

MINIMUM EDUCATION

Associate's degree in Computer Science, Information Systems, Engineering, Business or other related discipline; or documented evidence of other civilian and/or military equivalent training and experience.

SENIOR NETWORK ENGINEER

MINIMUM/GENERAL EXPERIENCE

6 years experience in networking of computers and knowledge of OSI protocols. Also includes, supervising the operation and maintenance of communication network systems.

FUNCTIONAL RESPONSIBILITY

Evaluate communication hardware and software, troubleshoot LAN/MAN/WAN and other network related problems, provide technical expertise for performance and configuration of networks. Perform general LAN/MAN/WAN administration, provide technical leadership in the integration and test of computer integrated networks. Prepare and present systems level reports as required.

MINIMUM EDUCATION

Bachelor's degree in Computer Science, Information Systems, Engineering or other related discipline, or technical certification equivalent to MCSE in required technical competency.

PROJECT MANAGER

MINIMUM/GENERAL EXPERIENCE

5 years experience with progressive increasing responsibilities for information systems design and management. Experience should include: project development, management and control of funds and resources, demonstrated ability to manage multiple tasks.

FUNCTIONAL RESPONSIBILITY

Manage intricate complex tasks. Responsible for all aspects of project performance to include technical oversight, contractual, administrative and financial. Manage and supervise personnel involved in all areas of project activity. Organize and assign responsibilities to subordinates and oversee the successful completion of all assigned tasks.

MINIMUM EDUCATION

Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline.

DIAMOND DATA SYSTEMS, INC.

AUTHORIZED GSA INFORMATION TECHNOLOGY

PRICELIST

MARCH 2007

#	LABOR CATEGORY	GSA HOURLY RATE
1	Principal Systems Analyst	\$115.00
2	Senior Systems Analyst	\$102.10
3	Systems Analyst	\$83.97
4	Subject Matter Expert C	\$120.00
5	Senior Information Security	\$102.10
6	Senior Test Engineer	\$102.10
7	Test Support	\$55.00
8	Senior Software Engineer	\$110.00
9	Software Engineer	\$85.00
10	Senior Technician	\$65.00
11	Technician	\$40.00
12	Senior Network Engineer	\$110.00
13	Project Manager	\$88.00